

Gavin J. Rooney  
LOWENSTEIN SANDLER LLP  
One Lowenstein Drive  
Roseland, NJ 07068  
973.597.2500

Andrew J. Levander (*admitted pro hac vice*)  
Jeffrey A. Brown (*admitted pro hac vice*)  
DECHERT LLP  
1095 Avenue of the Americas  
New York, NY 10036  
212.698.3500

*Attorneys for Defendant Mark Frissora*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

THE HERTZ CORPORATION and HERTZ  
GLOBAL HOLDINGS, INC.,

Plaintiffs,

v.

MARK FRISSORA, ELYSE DOUGLAS, and  
JOHN JEFFREY ZIMMERMAN,

Defendants.

Civil Action No. 2:19-cv-08927

**NOTICE OF DEFENDANT MARK  
FRISSORA'S MOTION TO DISMISS  
PLAINTIFFS' COMPLAINT**

**Return Date: August 19, 2019**

**ORAL ARGUMENT REQUESTED**

TO Douglas E. Motzenbecker  
GORDON & REES LLP  
18 Columbia Turnpike – Suite 220  
Florham Park, New Jersey 07932  
973.549.2500

Herbert Biegel  
LAW OFFICES OF HERBERT BEIGEL  
5641 N. Chieftan Trail  
Tucson, Arizona 85750  
520.825.1995

**PLEASE TAKE NOTICE** that at 9:00 a.m. on August 19, 2019, or such other time and date set by the Court, Defendant Mark Frissora, by and through his undersigned attorneys, will move before the Honorable Esther Salas, U.S.D.J., United States District Court for the District of New Jersey, Martin Luther King Jr. Federal Bldg. and U.S. Courthouse, Room 2060, 50 Walnut Street, Newark, New Jersey, for entry of an Order granting Defendant Frissora's Motion to Dismiss Plaintiffs' Complaint, pursuant to Federal Rules of Civil Procedure 12(b)(6) and 9(g).

**PLEASE TAKE FURTHER NOTICE** that Defendant Frissora will rely upon the accompanying brief in support of his motion to dismiss.

**PLEASE TAKE FURTHER NOTICE** that Defendant Frissora respectfully requests oral argument on this motion.

**PLEASE TAKE FURTHER NOTICE** that a proposed form of Order is submitted herewith.

Dated: June 20, 2019

Respectfully submitted,

LOWENSTEIN SANDLER LLP

/s/ Gavin J. Rooney  
Gavin J. Rooney  
One Lowenstein Drive  
Roseland, NJ 07068  
973.597.2500

*Attorneys for Defendant Mark Frissora*

Andrew J. Levander (*admitted pro hac vice*)  
Jeffrey A. Brown (*admitted pro hac vice*)  
DECHERT LLP  
1095 Avenue of the Americas  
New York, NY 10036  
212.698.3500

*Attorneys for Defendant Mark Frissora*





**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

THE HERTZ CORPORATION and  
HERTZ GLOBAL HOLDINGS, INC.,

Plaintiffs,

v.

MARK FRISSORA, ELYSE  
DOUGLAS, and JOHN JEFFREY  
ZIMMERMAN,

Defendants.

**Civil Action No. 2:19-cv-08927**

**Hon. Esther Salas, U.S.D.J.**

**Hon. Cathy L. Waldor, U.S.M.J.**

**Oral Argument Requested**

---

**MEMORANDUM OF LAW IN SUPPORT OF MARK FRISSORA'S  
MOTION TO DISMISS PLAINTIFFS' COMPLAINT**

---

## **TABLE OF CONTENTS**

	<b>Page</b>
PRELIMINARY STATEMENT .....	1
STATEMENT OF FACTS .....	6
STANDARD OF REVIEW .....	12
ARGUMENT .....	13
I. HERTZ’S CLAWBACK CLAIMS FAIL AS A MATTER OF LAW .....	13
A. Hertz Failed To Implement The Clawback Policies And They Are Therefore Unenforceable Against Frissora .....	13
B. Plaintiffs Fail Adequately To Allege That The Conduct Standards In the Clawback Policies Have Been Triggered.....	15
C. Plaintiffs Have Not Adequately Alleged That Frissora’s Conduct Caused Or Contributed To The Restatement .....	20
II. PLAINTIFFS’ COUNT IV IS LEGALLY FLAWED AND MUST BE DISMISSED .....	21
A. Hertz Fails To State A Claim For Breach Of The Separation Agreement.....	21
B. Hertz Has Failed Adequately To Plead Consequential Damages .....	23
C. Hertz Improperly Seeks Tort Damages For A Breach Of Contract Claim.....	26
D. Hertz Has Failed Adequately To Plead Its Claimed Special Damages Under Rule 9(g) .....	28
CONCLUSION .....	31

## **TABLE OF AUTHORITIES**

	<b>Page</b>
 <b>CASES</b>	
<i>Bell Atlantic Corp. v. Twombly</i> , 550 U.S. 544 (2007).....	12
<i>Connelly v. Steel Valley Sch. Dist.</i> , 706 F.3d 209 (3d Cir. 2013) .....	12
<i>Deauville Hotel Mgmt., LLC v. Ward</i> , 219 So. 3d 949 (Fla. 3d DCA 2017).....	24
<i>Delzotti v. Morris</i> , Civ. No. 14-7223 JBS/AMD, 2015 WL 5306215 (D.N.J. Sept. 10, 2015) .....	28, 29
<i>Dittman v. Univ. of Pittsburg Med. Ctr.</i> , 196 A.3d 1036 (Pa. 2018).....	27
<i>Dolan Title &amp; Guar. Corp. v. Hartford Accident &amp; Indem. Co.</i> , 395 So.2d 296 (Fla. 5th DCA 1981).....	24
<i>Falat v. County of Hunterdon</i> , No. 12-6804 (SRC), 2013 WL 1163751 (D.N.J. Mar. 19, 2013).....	18
<i>Feldkamp v. Long Bay Partners, LLC</i> , 773 F. Supp. 2d 1273 (M.D. Fla. 2011), aff’d, 453 F. App’x 929 (11th Cir. 2012).....	23, 24
<i>Fialkowski v. Greenwich Home for Children, Inc.</i> , 921 F.2d 459 (3rd. Cir. 1990) .....	16
<i>Frissora v. Hertz Global Holdings, Inc.</i> , C.A. No. 2019-0246-KSJM (Del. Ch. May 23, 2019) .....	3
<i>Galicki v. New Jersey</i> , No. CIV.A. 14-169 JLL, 2015 WL 3970297 (D.N.J. June 29, 2015).....	6
<i>General Motors Corp. v. New A.C. Chevrolet, Inc.</i> , 263 F.3d 296 (3d Cir. 2001) .....	15

<i>Hager v. Live Nation Motor Sports, Inc.</i> , 665 F.Supp.2d 1290 (S.D. Fla. 2009) .....	16
<i>HTP, Ltd. v. Lineas Aereas Costarricenses, S.A.</i> , 685 So.2d 1238 (Fla. 1996) .....	27
<i>Huyler’s v. Ritz–Carlton Rest. &amp; Hotel Co.</i> , 6 F.2d 404 (D. Del. 1925) .....	28
<i>In re Burlington Coat Factory Sec. Lit.</i> , 114 F.3d 1410 (3d Cir. 1997) .....	12
<i>In re Hertz Global Holdings Inc.</i> , 905 F.3d 106 (3d Cir. 2018) .....	17
<i>In re Hertz Global Holdings, Inc.</i> , No. 2:13-cv-07050MCA/LDW (D.N.J. Mar. 24, 2016).....	10
<i>In re Lear Corp. S’holder Litig.</i> , 967 A.2d 640 (Del. Ch. 2008) .....	16
<i>In re TIBCO Software Inc. Stockholders Litig.</i> , No. 10319-CB, 2015 WL 6155894 (Del. Ch. Oct. 20, 2015) .....	16
<i>Ingris v. Borough of Caldwell</i> , No. 14-855 (ES), 2015 WL 3613499 (D.N.J. June 9, 2015) .....	18
<i>Institutional Inv’rs. Grp. v. Avaya, Inc.</i> , 564 F.3d 242 (3d Cir. 2009) .....	17
<i>Instructional Sys., Inc. v. Comput. Curriculum Corp.</i> , 614 A.2d 124 (1992) .....	21
<i>Japhet v. Francis E. Parker Mem’l Home, Inc.</i> , No. 14-01206 (SRC), 2014 WL 3809173 (D.N.J. July 31, 2014).....	18
<i>KBZ Commc’ns Inc. v. CBE Technologies LLC</i> , 634 F. App’x 908 (3d Cir. 2015) .....	27
<i>Land Title of Cent. Fla., LLC v. Jimenez</i> , 946 So. 2d 90 (Fla. 5th DCA 2006).....	24

<i>Lindon v. Dalton Hotel Corp.</i> , 49 So.3d 299 (Fla. 5th DCA 2010).....	23, 24
<i>Maidmore Realty Co. v. Maidmore Realty Co.</i> , 474 F.2d 840 (3d Cir. 1973) .....	30
<i>Matrix Capital Mgmt. Fund, LP v. BearingPoint, Inc.</i> , 576 F.3d 172 (4th Cir. 2009) .....	17
<i>McPadden v. Sidhu</i> , 964 A.2d 1262 (Del. Ch. 2008) .....	16, 17
<i>Morse v. Lower Merion School Dist.</i> , 132 F.3d 902 (3d Cir. 1997) .....	26
<i>Nami v. Fauver</i> , 82 F.3d 63 (3d Cir. 1996) .....	12
<i>Neal v. Honeywell, Inc.</i> , 191 F.3d 827 (7th Cir. 1999) .....	28
<i>Oran v. Stafford</i> , 226 F. 3d 275 (3d Cir. 2000) .....	7
<i>Pension Benefit Gaur. Corp. v. White Consol. Indus.</i> , 998 F.2d 1192 (3d Cir. 1993) .....	12
<i>Ramirez v. Hertz Global Holdings, Inc. et al.</i> .....	9
<i>Sheeran v. Blyth Shipholding S.A.</i> , No. 14-5482, 2015 WL 9048979 (D.N.J. Dec. 16, 2015) .....	18
<i>Solash v. Telex Corp.</i> , 13 Del. J. Corp. L. 1250 (Del. Ch. 1988). .....	16, 17
<i>Street-Works Dev. LLC v. Richman</i> , No. 13CV774 (VB), 2015 WL 872457 (S.D.N.Y. Feb. 3, 2015).....	30
<i>United Indus., Inc. v. Simon-Hartley, Ltd.</i> , 91 F.3d 762 (5th Cir. 1996) .....	30

**STATUTES**

FLA. STAT. ANN. § 1.120 .....29

**OTHER AUTHORITIES**

5A Wright & Miller, Federal Practice & Procedure § 1310 (4th ed.  
2019) .....28

5A Wright & Miller, Federal Practice & Procedure § 1311 (4th ed.  
2019) .....29

Restatement (Second) of Conflicts of Laws § 187 (Am. Law Inst.  
1969) .....21

Rule 9(g).....1, 28, 29, 30

Rule 12(b)(6).....12

Defendant Mark Frissora (“Frissora”) respectfully submits this Memorandum of Law in support of his Motion to Dismiss Hertz Global Holdings, Inc.’s and the Hertz Corporation’s (hereinafter collectively referred to as “Plaintiffs,” “Hertz” or the “Company”) Complaint (“Complaint”) with prejudice pursuant to Rules 12(b)(6) and 9(g) of the Federal Rules of Civil Procedure (“Rules”).

### **PRELIMINARY STATEMENT**

In 2014, Hertz announced and ultimately issued in 2015 a restatement of its financial results for the years 2011, 2012, and 2013 (the “Restatement”), noting financial adjustments based on a myriad of small mistakes and accounting misjudgments in a company that had just completed a merger and headquarters relocation that resulted in significant turnover of accounting personnel. Even though neither Hertz nor any other court or regulator has alleged that a fraud was committed, today Hertz unfairly seeks to single out and blame a small number of its former executives, including Frissora, for the Restatement and subsequent events. Hertz also seeks damages beyond the return of compensation paid to those executives, requesting more than \$200 million in consequential damages in the form of legal and other expert costs paid to finalize the Restatement and to defend itself against government investigations and shareholder litigations arising therefrom.

Strikingly, this is not a fraud case. Years of investigative efforts by Hertz, the Government, and private plaintiffs have not uncovered any indication of fraud or

intentional wrongdoing by anyone, including Frissora. Hertz has consistently defended the Company's and Frissora's conduct and made clear in other proceedings that the Restatement resulted from genuine errors, and not from any intentional misconduct. As further discussed herein, those arguments have been successful – no regulator or court has found wrongdoing connected to the Restatement.

Having navigated the various lawsuits and investigations that followed the Restatement, Hertz has stopped defending Frissora and is now attacking him. Lacking any proof of intentional wrongdoing by Frissora but nonetheless seeking to cast blame somewhere, Hertz alleges that he and other officers of the Company engaged in “gross negligence” and that their conduct caused the Restatement. Hertz claims that Frissora's conduct breached Hertz's 2010 Clawback Policy (Count I) and its 2014 Clawback Policy (Count III) (together referred to as “the Clawback Policies”). Hertz also alleges that Frissora falsely certified, in connection with his resignation, that he had not acted with “willful gross neglect” during his time at the Company nor at the time of resignation knew of or “facilitated . . . financial or accounting improprieties or irregularities,” and therefore alleges Frissora breached his September 2014 separation agreement with the Company (the “Separation Agreement”) (Count IV).<sup>1</sup>

---

<sup>1</sup> Hertz also sought in its Complaint a declaratory judgment barring the advancement of Frissora's costs in defending against Hertz's claims (Count V). Shortly after the commencement of this action, Frissora, Defendant John Jeffrey Zimmerman, and



Hertz's claims have no merit. First and foremost, Frissora did not act with gross negligence, and Hertz's conclusory allegations to the contrary are inadequate. Gross negligence is an exacting standard to allege and, ultimately, to prove. When Hertz's bald and conclusory allegations regarding Frissora's conduct as CEO are stripped away and the remaining descriptions of what Frissora actually did are clearly and fairly seen, they depict an engaged and dedicated CEO acting in the Company's interest, seeking to drive employee performance and to deliver shareholder value. The allegations do not portray the irrational, indifferent carelessness that is the hallmark of the gross negligence standard. It is telling that Frissora's time at the Company marked a long run of growth and success – even accounting for the Restatement, which was modest in impact to Hertz's financials – and that since his departure, Hertz's results have consistently declined and its shares

---

Defendant Elyse Douglas filed petitions for advancement and indemnification in Delaware Chancery Court. The Delaware Chancery Court has since granted advancement of expenses to all Defendants, including Frissora, explicitly in connection with, among other things, defending against Hertz's clawback claims and the claims in the matter at hand. *See* Ex. A, Order Granting Plaintiffs' Motion for Partial Summary Judgment, *Frissora v. Hertz Global Holdings, Inc.*, C.A. No. 2019-0246-KSJM (Del. Ch. May 23, 2019) (filed contemporaneously herewith). Hertz sought an interlocutory appeal of that order or, in the alternative, the entry of an appealable final order. Hertz's request was denied. Hertz has represented that it will abide by the Delaware Court's ruling on advancement and Frissora's indemnification claim remains pending in Delaware Chancery Court.

have decreased in value. Notably, Frissora has served as a successful public company CEO since leaving Hertz.

Second, even if Frissora's conduct constituted gross negligence, which it did not, the Clawback Policies that Hertz claims Frissora breached are not contracts enforceable against him. The Clawback Policies each state on their face that their enforceability depends on their having been separately implemented in other instruments and agreements. Hertz does not adequately allege, conclusory assertions to the contrary notwithstanding, that it appropriately implemented the Clawback Policies. As such, the Clawback Policies cannot be enforced against him.

Third, Hertz's Count IV, which seeks more than \$200 million in consequential damages on the basis of alleged misrepresentations in Frissora's Separation Agreement, is a tort claim masquerading as a contract claim. The claim is thoroughly flawed as a legal matter and is inadequately pled. Consequential damages for breach of contract are only available in circumstances where they are foreseeable and causally connected to the alleged breach – circumstances not present here. Hertz has utterly failed to plead that its claimed damages were foreseeable, and Hertz's allegations of causation are not only vague but also facially implausible.

Setting aside for present purposes that Hertz cannot prove that Frissora's Separation Agreement certifications were false (because it cannot prove that his conduct was grossly negligent or similarly that he facilitated or knew of financial or

accounting improprieties), Hertz's theory that the alleged misrepresentations – and not some other act or decision in the years preceding and subsequent to the Restatement – caused over \$200 million in expenditures is ridiculous. Hertz cannot deny that hundreds of acts and decisions by other employees of the Company, many of which acts Frissora had no participation in or knowledge of, contributed to the Restatement. As set forth herein, the reason Hertz cannot deny these realities is that they have argued as much in this very Court. Hertz similarly cannot deny that the decisions by the Company to expend money in the wake of the Restatement were made not by Frissora but by auditors, third-party experts, outside counsel, internal counsel, institutional shareholders, and current and former members of the Hertz Board of Directors. To isolate Frissora's contractual representations regarding his historical conduct as CEO as the cause of the Restatement and the cause of subsequent expenditures when the actions of so many others in a company of thousands and a wide range of outside experts had much more direct impact on the decisions that led to those expenditures truly strains credulity. The claim fails as a matter of law and Hertz's pleading is vague, conclusory, and utterly inadequate.

Ultimately, the convoluted and implausible nature of Hertz's allegations betrays a simple truth – the Company is casting about for a scapegoat in the wake of a difficult and costly period. It is appropriately, but unintentionally, clear from the face of Hertz's Complaint that Frissora did not cause the Company's difficulties and

that after resigning he had no causal role – nor could he – in what the Company chose to do in response to the Restatement. Hertz’s Complaint is a blatant attempt to place blame where it does not belong, and the Court should not abide it. The Complaint fails in its entirety to state a claim for which relief can be granted. It should be dismissed with prejudice for the reasons stated herein.

### **STATEMENT OF FACTS**

Mark Frissora served as the Chief Executive Officer (“CEO”) and Executive Chairman of Hertz for approximately eight years before resigning on September 8, 2014. Compl. ¶¶ 19, 48.<sup>2</sup>

#### **Hertz Clawback Policies**

During his tenure, Hertz’s Joint Board of Directors (“the Board”) passed two policy resolutions relevant to this litigation. First, in November 2009, the Board passed a resolution seeking to amend Hertz’s Standards of Business Conduct to include a clawback policy styled as a “Compensation Recovery Policy” (the “2010 Clawback Policy” or “Ex. B,” filed contemporaneously herewith). The 2010 Clawback Policy required that in order for Hertz to enforce the policy, “each award

---

<sup>2</sup> Frissora denies the allegations in the Complaint and reserves the right to challenge the allegations if the Court denies this motion. The background contained herein is drawn from the allegations in the Complaint and the exhibits attached thereto, which are accepted as true solely for the purposes of this motion. *See Galicki v. New Jersey*, No. CIV.A. 14-169 JLL, 2015 WL 3970297, at \*1 n.1 (D.N.J. June 29, 2015).

agreement” covering any incentive compensation “shall include a provision incorporating the requirements of this [Clawback Policy] with respect to such award.” Ex. B, at 4. Despite the resolution in the 2010 Clawback Policy to amend Hertz’s Standards of Business Conduct, the 2010 Clawback Policy was never incorporated into the Standards of Business Conduct. Notably, the Standards of Business Conduct were subsequently amended to reflect other policies and resolutions, but not the 2010 Clawback Policy.<sup>3</sup>

The Board later passed a resolution updating and superseding the 2010 Clawback Policy (the “2014 Clawback Policy” or “Ex. D,” filed contemporaneously herewith). The 2014 Clawback Policy also required by its terms that “each award agreement” covering incentive compensation “shall include a provision incorporating the requirements of this [Clawback] Policy with respect to such award.” Ex. D, at 2. The 2014 Clawback Policy similarly was never incorporated into Hertz’s Standards of Business Conduct.<sup>4</sup>

---

<sup>3</sup> On November 17, 2011, Hertz approved and adopted a revised Standards of Business Conduct which did not incorporate or reference the 2010 Clawback Policy. *See* Ex. C, November 22, 2011 Form 8-K for Hertz Global Holdings, Inc., at Ex. 14.1 (filed contemporaneously herewith). The Court may take judicial notice of SEC filings on a motion to dismiss. *Oran v. Stafford*, 226 F. 3d 275, 289 (3d Cir. 2000).

<sup>4</sup> The current version of Hertz’s Standards of Business Conduct, available on its website, does not include or reference any Clawback Policy. *See* Ex. E, Hertz Standards of Business Conduct, accessible through the Internet at

### **Frissora's Separation From Hertz**

On September 8, 2014, Frissora resigned from the Company. Compl. ¶ 48. He and Hertz subsequently entered into the Separation Agreement, dated September 15, 2014 (“Ex. F,” filed contemporaneously herewith). The Separation Agreement, unlike any other agreement pursuant to which Frissora received compensation, explicitly subjected the compensation provided thereunder to the terms of the 2014 Clawback Policy. *See* Ex. F, § 8(b) (“such claw back and compensation recovery provisions contained [in the 2014 Clawback Policy] shall apply to the compensation, payments and benefits provided under Section 4 of this Agreement.”). The Separation Agreement also included a representation by Frissora incorporating similar conduct standards as those set forth in the Clawback Policies. *Id.* at § 9(b).

It is important to note that at the time Frissora and Hertz executed the Separation Agreement in September of 2014, the decision to restate was all but assured and the causes of the accounting errors identified in the Restatement and any role Frissora may have played in such errors had been investigated by the Company with the help of numerous outside experts. With sufficient relevant information regarding the Restatement's scope and root causes in hand, the Company agreed that

---

<http://ir.hertz.com/download/Standards+of+Business+Conduct+08.22.2017.pdf>  
(filed contemporaneously herewith).

Frissora's departure was "without cause" and provided him with severance payments and other benefits. *See id.*

The information available at the time undeniably included the following:

- Hertz had already revised its earnings guidance in 2013 and was intimately aware of the accounting issues and internal controls weaknesses later detailed in its Restatement. *See* Compl. Ex. 2 at ¶¶ 27-29, 32.
- On May 13, 2014, Hertz announced that it was unable to file its Form 10-Q for the first quarter of 2014, explaining that it had identified certain errors relating to prior periods which might require it to restate its previously issued financial statements for 2011. *Id.* ¶ 33.
- On June 6, 2014, Hertz announced that its continuing review had identified additional accounting errors, that its Audit Committee had determined that the company's 2011 financial statements must be restated, and that it was reviewing its 2012 and 2013 financial statements to determine if a restatement for those periods was required. *Id.* ¶ 34. It also announced that it had identified at least one material weakness in its internal control over financial reporting and that its disclosure controls and procedures were ineffective as of December 31, 2013. *Id.*<sup>5</sup>

---

<sup>5</sup> Additionally, on November 20, 2013, a class-action lawsuit styled *Ramirez v. Hertz Global Holdings, Inc. et al.* was commenced in this Court against Hertz, Frissora, and Douglas. Compl. ¶ 55. The shareholder plaintiffs in *Ramirez* made various allegations regarding Hertz's and the individual defendants' conduct related to the Company's financial performance and statements. *Id.* Over the course of Hertz's and Frissora's successful joint legal defense, five separate complaints in *Ramirez* were withdrawn or dismissed. *Id.* ¶ 56. On April 27, 2017, Hertz and Frissora secured a final dismissal with prejudice of the plaintiffs' claims, which was affirmed by the U.S. Court of Appeals for the Third Circuit on September 20, 2018. *Id.* Throughout this effort, Hertz defended the propriety of Frissora's and Douglas's conduct, notably arguing (and thereby admitting) that, among other things, (1) the Restatement did not state that the accounting errors were the result of Frissora's management style; (2) Hertz's investigation found that numerous factors ultimately led to the accounting errors necessitating the Restatement; (3) findings that Frissora

- At this time in June 2014, the Audit Committee had also commenced an investigation of identified accounting errors and the conduct of its employees, including Hertz management. *Id*; Compl. ¶ 48.

### **Events Following Frissora's Separation From Hertz**

In or about November 2014 – roughly a month after Hertz negotiated for and agreed to Frissora's Separation Agreement – Hertz, presumably with the advice of outside counsel and its outside auditors and specialists who had been reviewing Hertz's accounting throughout the relevant time period, determined that it would restate its earnings. Compl. ¶ 42. The Restatement, filed on July 16, 2015, disclosed a substantial list of intervening acts and decisions by a wide range of actors that contributed to the Restatement, encompassing numerous separately identified accounting errors occurring in different parts of the Company's operations. Compl. Ex. 1 at 7-8. The Restatement filing did not assert that the associated accounting errors were the result of Frissora's tone or management style, but rather noted that

---

may have created a pressurized environment does not lead to the conclusion that Frissora knew, or should have known, that improper accounting was occurring or internal control deficiencies existed; and (4) that it does not follow from the existence of an inappropriate "tone at the top" that the CEO knew or recklessly disregarded the fact that any pressure to meet expectations would result in employees not adhering to accounting standards. *See, e.g.*, Defendant Hertz Global Holdings, Inc.'s Memorandum of Law in Support of its Motion to Dismiss Plaintiff's Fourth Consolidated Amended Class Action Complaint, at 15-18, *In re Hertz Global Holdings, Inc.*, No. 2:13-cv-07050MCA/LDW (D.N.J. Mar. 24, 2016) (hereinafter "Ramirez Motion to Dismiss").



his tone, which existed within a “complex mix of structural and environmental factors,” “resulted in an environment which *in some instances may have led to* inappropriate accounting decisions.” *Id.* at 8.

As expected, shareholder litigations and government investigations ensued. On May 30, 2018, a shareholder derivative suit was filed in the Delaware Chancery court stemming from a derivative demand that Hertz had investigated and rejected. Compl. ¶¶ 58-60. Further, certain federal and state government investigations were conducted. Compl. ¶¶ 61-64. On December 31, 2018, Hertz reached an agreement with the SEC in which Hertz agreed to pay a \$16 million penalty to the SEC, as described in the SEC’s accompanying order (the “SEC Order”). Compl. Ex. 2. Notably, the SEC Order did not attribute any accounting error, or the cause of the Restatement, to a specific individual. Rather, the SEC Order discussed numerous errors, diverse conduct, and manifold decisions made by a litany of employees from all levels of the Company as causal factors contributing to the Restatement. *See id.* Significantly, the SEC made no finding of intentional wrongdoing – nor any finding of gross negligence – by Frissora or any other Hertz employee.

On February 11, 2019, the Compensation Committee of each of the Plaintiffs’ Boards of Directors resolved to seek repayment from Frissora and others of “Covered Incentive Compensation” on the basis that the Clawback Policies had been triggered. Compl. ¶¶ 1, 3. A demand letter was subsequently sent to Frissora by

Hertz and, on March 25, 2019, Hertz brought this action. Hertz’s commencement of this litigation occurred roughly four years after the Restatement issued, slightly less than five years after Frissora and Hertz entered into the Separation Agreement, and more than five years after the Company’s internal investigations regarding the accounting errors were well underway.

### **STANDARD OF REVIEW**

To survive a motion to dismiss pursuant to Rule 12(b)(6), Hertz must have pled “enough facts to state a claim to relief that is plausible on its face.” *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007). The Company must “provide more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” *Connelly v. Steel Valley Sch. Dist.*, 706 F.3d 209, 212 (3d Cir. 2013) (citing *Twombly*, 550 U.S. at 555 and *Ashcroft v. Iqbal*, 556 U.S. 662, 678, (2009) (quotations omitted). Further, Hertz must plead facts that “show ‘more than a sheer possibility that a defendant has acted unlawfully.’” *Id.* In this context, a district court need not credit “bald assertions” or “legal conclusions” in a complaint when deciding a motion. *See Nami v. Fauver*, 82 F.3d 63, 65 (3d Cir. 1996).<sup>6</sup>

---

<sup>6</sup> The Court may consider the facts alleged in the Complaint, documents attached to the Complaint as exhibits, matters of public record, and undisputedly authentic documents if the Plaintiffs’ claims are based upon those documents. *Pension Benefit Gaur. Corp. v. White Consol. Indus.*, 998 F.2d 1192, 1196 (3d Cir. 1993); *see also In re Burlington Coat Factory Sec. Lit.*, 114 F.3d 1410, 1426 (3d Cir. 1997) (“document[s] integral to or explicitly relied upon in the complaint may be considered without converting the motion to dismiss into one for summary

## **ARGUMENT**

### **I. HERTZ’S CLAWBACK CLAIMS FAIL AS A MATTER OF LAW**

Counts I and III<sup>7</sup> should be dismissed because Plaintiffs have not alleged, and cannot allege (1) the basis upon which the Clawback Policies are contracts enforceable against Frissora, (2) that Frissora’s conduct amounted to “gross negligence” sufficient to trigger the Clawback Policies, and (3) that Frissora’s conduct – as opposed to the conduct of literally hundreds of other actors – “caused or contributed to the need for the restatement,” the standard set forth in the Clawback Policies.

#### **A. Hertz Failed To Implement The Clawback Policies And They Are Therefore Unenforceable Against Frissora**

The Clawback Policies are not themselves binding contracts. The plain reading of both Clawback Policies requires that they be implemented elsewhere, whether by incorporation into Hertz’s Standards of Business Conduct or by incorporation into the various agreements providing for executive compensation awards to Frissora. With the limited exception of Frissora’s Separation Agreement, discussed herein, Hertz has done neither.

---

judgment.” (internal quotations omitted)). Because Hertz relied upon the Clawback Policies, Frissora’s Separation Agreement, and the Restatement in the Complaint, the Court may consider them on this motion to dismiss.

<sup>7</sup> Count II of the Complaint is alleged only against Douglas.

Since passing the resolution regarding the 2010 Clawback Policy, Hertz has amended its Standards of Business Conduct but has not included therein an amendment incorporating or referencing the 2010 Clawback Policy or the 2014 Clawback Policy. As a result, the current version of Hertz's Standards of Business Conduct does not include any reference to any Clawback Policy. *See* Ex. E; *see also supra*, note 3, 4.

Nor has Hertz incorporated the terms of the Clawback Policies into specific award agreements other than the Separation Agreement. Hertz vaguely asserts throughout its Complaint that various agreements incorporate the Clawback Policies, *see* Compl. ¶¶ 65, 79, 122, but fails adequately and clearly to allege that any of Frissora's incentive compensation was subject to the referenced agreements. Specifically, in its Complaint, Hertz repeatedly references a "Performance Stock Unit Agreement," an "Employee Stock Option Agreement," and a "Price Vested Stock Unit Agreement" as requiring that payments made thereunder be subject to the Clawback Policies. *See id.* Hertz fails, however, to allege (1) that Frissora specifically was a party to any of these agreements; (2) that those agreements reference the Clawback Policies, as opposed to some other policy; (3) what incentive compensation, if any, was paid to Frissora under these agreements and when; and (4) what the operative language is in each of these agreements that implements and incorporates the Clawback Policies. Furthermore, Hertz has not attached the

relevant agreements as exhibits to the Complaint and therefore the accuracy of Hertz's allegations cannot be independently discerned.

For these reasons alone, Plaintiffs' Counts I and III should be dismissed as against Frissora for failure to state a claim upon which relief can be granted. *See General Motors Corp. v. New A.C. Chevrolet, Inc.*, 263 F.3d 296, 333 (3d Cir. 2001) ("Liberal construction has its limits, for the pleading must at least set forth sufficient information for the court to determine whether some recognized legal theory exists on which relief could be accorded the pleader.") (quoting 2 James Wm. Moore, Moore's Federal Practice § 12.34[1][b], at 12-61 to 12-63 (3d ed. 2001)).

**B. Plaintiffs Fail Adequately To Allege That The Conduct Standards In the Clawback Policies Have Been Triggered**

Even assuming that the Clawback Policies are enforceable contracts, which they are not, Plaintiffs have failed adequately to allege that the Clawback Policies' various standards of conduct have been violated and that the "contracts" have therefore been breached. The 2010 Clawback Policy requires a showing of "gross negligence," "fraud," or "misconduct" that has "caused or contributed to" a financial restatement. Ex. B at 3. The 2014 Clawback Policy refers to "willful misconduct" but otherwise mimics the 2010 Clawback Policy. Ex. D, at 1. Plaintiffs, lacking any evidence of intentional wrongdoing, avoid allegations of fraud or misconduct and allege only that Frissora acted with "gross negligence," seeking to allege and prove the most lenient standard available that would trigger the Clawback Policies.

Nevertheless, Delaware law imposes a high burden for establishing gross negligence, and Hertz's allegations fail to clear it.<sup>8</sup> See *In re Lear Corp. S'holder Litig.*, 967 A.2d 640, 652 (Del. Ch. 2008) ("The definition of gross negligence used in our corporate law jurisprudence is extremely stringent."). Delaware courts have defined gross negligence as "conduct that constitutes reckless indifference or actions that are without the bounds of reason." *McPadden v. Sidhu*, 964 A.2d 1262, 1274 (Del. Ch. 2008). In order to be grossly negligent, conduct "has to be so grossly off-the-mark as to amount to 'reckless indifference' or a 'gross abuse of discretion.'" *Solash v. Telex Corp.*, 13 Del. J. Corp. L. 1250, 1264 (Del. Ch. 1988). "In the context of a motion to dismiss . . . gross negligence requires the articulation of facts that suggest a wide disparity between the process [the defendants] used and the process which would have been rational." *In re TIBCO Software Inc. Stockholders Litig.*, No. 10319-CB, 2015 WL 6155894, at \*23 (Del. Ch. Oct. 20, 2015).

---

<sup>8</sup> The Clawback Policies do not contain governing law provisions. We believe that under New Jersey choice of law principles Delaware should be applied, but note that the burden of alleging and ultimately proving gross negligence would be similarly high under either New Jersey or Florida law. See, e.g., *Fialkowski v. Greenwich Home for Children, Inc.*, 921 F.2d 459, 462 (3rd. Cir. 1990) ("Gross negligence has also been described as . . . the failure to exercise even that care which a careless person would use." (internal citation and quotation omitted)); see also *Hager v. Live Nation Motor Sports, Inc.*, 665 F.Supp.2d 1290, 1294 (S.D. Fla. 2009) (explaining gross negligence requires "the defendant had knowledge of the existence of circumstances which constitutes a clear and present danger and yet still undertakes a conscious, voluntary act or omission . . . which is likely to result in injury." (internal quotations and citation omitted)).

Hertz's allegations come nowhere close to meeting Delaware's stringent standard. The Company's claims focus on allegations that Frissora was an aggressive manager who created an improper "tone at the top," in essence suggesting that Frissora's active leadership style and demands on employee performance contributed to the accounting errors and the Restatement. *See, e.g.*, Compl. ¶ 48. But the specific conduct cited to support the allegations of gross negligence reads as routine – and even desirable – behavior of a CEO, and not the irrational, "grossly off-the-mark" reckless indifference that is required.<sup>9</sup> *See id.* ¶ 5 (alleging Frissora

---

<sup>9</sup> Notably, in the federal securities fraud context, courts, including the Third Circuit, have found that allegations of an executive's improper "tone at the top" amount only to an allegation of mismanagement, and cannot alone establish various standards of misconduct. *See In re Hertz Global Holdings Inc.*, 905 F.3d 106, 117 (3d Cir. 2018) (holding Hertz's admission of Frissora's "inappropriate tone at the top" was not an admission of his misconduct, and absent an allegation of fraud, "tone at the top" would not support a securities fraud claim); *Matrix Capital Mgmt. Fund, LP v. BearingPoint, Inc.*, 576 F.3d 172, 183 (4th Cir. 2009) (finding executives' failure to maintain an appropriate tone at the top did not amount to severe recklessness). Similarly, in its defense of the *Ramirez* action, Hertz repeatedly argued that the conduct it now alleges constitutes gross negligence by Frissora did not in that case rise to the level of "either reckless or conscious behavior" under applicable legal standards, which in requiring some form of recklessness are comparable to the standards required by Delaware for finding gross negligence. *See, e.g.*, Ramirez Motion to Dismiss, at 13-14; *compare McPadden*, 964 A.2d at 1274 (Delaware courts have defined gross negligence as "conduct that constitutes reckless indifference or actions that are without the bounds of reason") and *Solash*, 13 Del. J. Corp. L. at 1264 (In order to be grossly negligent, conduct "has to be so grossly off-the-mark as to amount to 'reckless indifference' or a 'gross abuse of discretion'") *with Institutional Inv'rs. Grp. v. Avaya, Inc.*, 564 F.3d 242, 267 (3d Cir. 2009) (to plead scienter, Plaintiffs must allege facts constituting strong circumstantial evidence of "either reckless or conscious behavior.").

put an “emphasis on meeting internal budgets, business plans” and other company-wide goals); *id.* ¶ 6 (alleging Frissora requested “team-wide calls [and] weekend meetings,” and sought “paradigm-busting” strategies to address corporate challenges); *id.* ¶ 41(a), (g) (alleging Frissora “aggressively” sought opportunities and gave “active consent and encouragement” to personnel).<sup>10</sup> In essence, throughout much of the Complaint, Plaintiffs have alleged that Frissora simply shared the goals and practices of virtually all corporate executives and shareholders, including other executives and shareholders of Hertz.

What remains are bald, unsupported assertions that are self-contradictory. For example, without explaining how or why, Hertz alleges that Frissora should have known about, and failed to identify, weaknesses in Hertz’s internal controls.

---

<sup>10</sup> Although Hertz’s Complaint does in some instances plead certain conduct specific to Frissora, throughout the Complaint, including in paragraphs cited herewith, Hertz routinely relies on group pleading against the “Defendants” without identifying which specific defendant or defendants engaged in the conduct. *See, e.g.*, Compl. ¶ 27 (“Defendants were aware of yet failed to correct” internal control deficiencies); ¶ 31 (“This deficiency was the result of Defendants’ effort to aggressively cut costs . . . .”); ¶ 34 (“Defendants chose to push for major changes in its accounting processes . . . .”); ¶ 37 (“As a result of Defendants’ poor management . . . .”); ¶ 38 (“Defendants . . . were responsible for streamlining its hierarchy and ensuring the appropriate review of accounting changes.”). This type of group pleading is insufficient to state a claim against Frissora. *See Sheeran v. Blyth Shipholding S.A.*, No. 14-5482 (JBS/AMD), 2015 WL 9048979, at \*3 (D.N.J. Dec. 16, 2015); *Japhet v. Francis E. Parker Mem’l Home, Inc.*, No. 14-01206 (SRC), 2014 WL 3809173, at \*2 (D.N.J. July 31, 2014); *Ingris v. Borough of Caldwell*, No. 14-855 (ES), 2015 WL 3613499, at \*5 (D.N.J. June 9, 2015); *Falat v. County of Hunterdon*, No. 12-6804 (SRC), 2013 WL 1163751, at \*3 (D.N.J. Mar. 19, 2013).



However, the Complaint and its attachments make clear that it took a broad range of experts devoted to the task – outside counsel, independent counsel for the Audit Committee, the Audit Committee, and management – six months to identify those control weaknesses. *See* Compl. Ex. 1 at 3.<sup>11</sup>

Neither any of the allegations alone, nor all of them taken together, satisfies Delaware’s stringent definition of gross negligence, and Hertz’s conclusory assertion that they do is manifestly insufficient. As a consequence, even if Plaintiffs could demonstrate that the Clawback Policies are contracts enforceable against Frissora – and as a matter of law they cannot – Plaintiffs have failed adequately to allege that Frissora acted with the requisite gross negligence, and therefore cannot establish that a breach of contract has occurred. For this additional reason, Plaintiffs’ Counts I and III should be dismissed for failure to state a claim.

---

<sup>11</sup> In perhaps an even more egregious example of self-contradiction, in prior court filings related to the litigations for which it now seeks damages, Hertz has admitted that the same pressure or tone from Frissora complained of in this Complaint could not establish that Frissora knew or should have known about Hertz’s accounting and control deficiencies that led to the Restatement. *See, e.g.,* Ramirez Motion to Dismiss, at 16 (“[f]urther, pressure from the CEO does not lead to the conclusion that Defendants, including the CEO himself, knew or should have known that improper accounting was occurring or internal control deficiencies existed in the Company’s accounting and financial reporting. That an inappropriate tone may have existed at certain times does not mean the Company or that any of the Defendants knew that the pressure to meet expectations would result in employees not adhering to GAAP or Company accounting standards.”).

**C. Plaintiffs Have Not Adequately Alleged That Frissora's Conduct Caused Or Contributed To The Restatement**

Even if Hertz could demonstrate that the Clawback Policies are binding contracts, which it cannot, and even if Hertz had adequately alleged gross negligence, which it has not, under the Clawback Policies Hertz is required to demonstrate that Frissora's gross negligence "caused or contributed to the need for the Restatement." See Ex. B at 3; Ex. D at 1. Hertz's allegations in this regard are all impermissibly conclusory. Nowhere in the Complaint does Hertz allege *how* Frissora's conduct caused or contributed to the Restatement.

Hertz's allegations of causation deserve particular scrutiny, as they are not only vague but also facially implausible. The Complaint and exhibits are laden with reference to intervening actors – most notably the Company's Board of Directors – and causes which go ignored in Hertz's allegations that Frissora's conduct caused it harm. The obvious fiction of isolating Frissora's conduct as the cause of the Restatement and the cause of these expenditures when the actions of so many others in a company of thousands had much more direct impact on those expenditures truly strains credulity. Hertz's pleading in this regard is vague, conclusory, and utterly inadequate.

## **II. PLAINTIFFS' COUNT IV IS LEGALLY FLAWED AND MUST BE DISMISSED**

### **A. Hertz Fails To State A Claim For Breach Of The Separation Agreement**

Count IV alleges a breach of the Separation Agreement and ultimately an entitlement to both general and consequential damages for the breach. The Separation Agreement is materially different from the Clawback Policies in numerous respects:

- It is signed and acknowledged by Frissora;
- It contains an explicit provision incorporating the 2014 Clawback Policy, subjecting payments made pursuant to Section 4 of the Separation Agreement to recovery upon a showing of willful gross neglect or willful gross misconduct; *see* Ex. F at § 8(b)
- It expressly states that decisions unrelated to financial restatements cannot be used as a basis to claw back Frissora's incentive compensation; *see id.*
- It expressly preserved Frissora's right "to challenge any future claw back." *Id.* at § 8(e) ("Nothing in this Agreement waives any rights Frissora may have to challenge any future claw back pursuant to this Section 8 and/or the [Clawback Policies]."); and
- It is expressly governed by Florida law. *See id.* at § 14(f).<sup>12</sup>

---

<sup>12</sup> Although not entirely dispositive under New Jersey choice of law principles, the parties' contractual choice of governing law is routinely upheld absent public policy concerns not present here. *See Instructional Sys., Inc. v. Comput. Curriculum Corp.*, 614 A.2d 124, 133 (1992) (citing Restatement (Second) of Conflicts of Laws § 187 (Am. Law Inst. 1969) ("Restatement")). Accordingly, in this Motion we analyze Hertz's Separation Agreement claim under Florida law.

Most directly relevant to Hertz's claims in Count IV, in a separate section of the Separation Agreement, Section 9(b), Frissora made representations that he (1) had not "engaged in any conduct that constitutes willful gross neglect or willful gross misconduct with respect to his employment duties . . . which has resulted or will result in material economic harm" to Hertz, and (2) had not "facilitated or engaged in, and [at the time of execution] has no knowledge of, any financial or accounting improprieties or irregularities" at Hertz. *Id.* at § 9(b)(i) and (iii). This standard of "willful gross neglect or willful gross misconduct" imposes a patently higher standard than the standards contained in the Clawback Policies.

To adequately allege, therefore, that Frissora breached the Separation Agreement by falsely certifying therein that he did not engage in willful gross neglect or willful gross misconduct, Hertz would have to allege that Frissora's conduct amounted to something *worse* than gross negligence. Because Hertz has failed, for the reasons stated herein, adequately to allege that Frissora's conduct met that standard or that Frissora facilitated, engaged in, or had knowledge of the accounting or financial improprieties relevant to the Restatement, as a matter of pure logic it has also failed to allege a breach of the Separation Agreement. Hertz's claim must therefore be dismissed on that basis.

**B. Hertz Has Failed Adequately To Plead Consequential Damages**

Further, even if Hertz could allege a breach of the Separation Agreement, which it cannot, Hertz's claim for more than \$200 million in consequential damages fails as a matter of law. Consequential damages require pleading and proving the elements of causation and foreseeability, and Hertz has offered only conclusory allegations which are insufficient as a matter of law. Hertz's bald assertions of a causal link between Frissora's alleged misrepresentations in the Separation Agreement and the Company's subsequent costs are flatly insufficient and its allegations that such damages were reasonably foreseeable to the parties are so sparse as to be practically non-existent. As such, Hertz's consequential damages claim should be dismissed.

It is axiomatic that the purpose of contract damages is "to restore an injured party to the same position that he would have been in had the other party not breached the contract." *Feldkamp v. Long Bay Partners, LLC*, 773 F. Supp. 2d 1273, 1284 (M.D. Fla. 2011), *aff'd*, 453 F. App'x 929 (11th Cir. 2012) (applying Florida law); *Lindon v. Dalton Hotel Corp.*, 49 So.3d 299, 305 (Fla. 5th DCA 2010). The injured party is entitled to recover all damages that are causally related to the breach so long as the damages were reasonably foreseeable at the time the parties entered into the contract. *Feldkamp*, 773 F. Supp. 2d at 1285 (quoting *Capitol Envtl. Servs., Inc. v. Earth Tech, Inc.*, 25 So.3d 593, 596 (Fla. 1st DCA 2009)) (internal quotations

and citations omitted). Damages are foreseeable if they are the proximate and usual consequence of the breaching party's act and are not "what might possibly occur." *Land Title of Cent. Fla., LLC v. Jimenez*, 946 So. 2d 90, 93 (Fla. 5th DCA 2006); *see also Dolan Title & Guar. Corp. v. Hartford Accident & Indem. Co.*, 395 So.2d 296, 299 (Fla. 5th DCA 1981). Finally, in restoring the injured party to the same position, a plaintiff is not entitled to be placed, because of the breach, in a position better than that which he would have occupied had the contract been performed. *Feldkamp*, 773 F. Supp. 2d at 1285; *Lindon*, 49 So.3d at 305; *see also Deauville Hotel Mgmt., LLC v. Ward*, 219 So. 3d 949, 954 (Fla. 3d DCA 2017).

Here Hertz claims that because of his Separation Agreement representations, Frissora is responsible for damages resulting from (1) a class-action securities lawsuit, (2) shareholder derivative demands, (3) an SEC investigation, (4) a Department of Justice investigation, (5) an investigation by the New Jersey Bureau of Securities, (6) Hertz's associated legal fees and related expenses (as well as expert and consultant fees), (7) audit fees (including heightened audit costs), (8) costs associated with financing waivers, (9) higher-than-necessary tax liabilities, and (10) other unspecified damages that Hertz admits are unquantifiable, altogether totaling more than \$200 million and all occurring after, and in some cases long after, Frissora left the Company. Compl. ¶¶ 54-75.

Hertz simply cannot allege – much less establish – that the damages claimed in Count IV are caused by Frissora’s alleged misrepresentations in the Separation Agreement. As described above in Section I.C, Hertz has not only failed adequately to allege that Frissora’s *conduct* caused or contributed to the need for the Restatement, it has expressly argued elsewhere that it did not. It clearly follows that Hertz has also failed to allege that a *representation about that conduct made at a time when the Company was in possession of the relevant information about that conduct* caused the need for the Restatement, let alone any of the ensuing complained-of damages. Despite needing to allege more in this Count, Hertz offers less, failing even to attempt meaningfully to plead causation, instead simply asserting in conclusory fashion that the claimed damages were the “proximate result” of Frissora’s misrepresentations. Compl. ¶ 119.<sup>13</sup>

Finally, Hertz’s Complaint does nothing to allege that Frissora could have foreseen the manifold and, in some cases, esoteric claimed damages stemming from his alleged misrepresentations. The Complaint does not plead any allegations, let alone sufficient allegations, to establish foreseeability of damages in excess of \$200 million. It certainly does not appropriately plead that any particular component of those claimed damages was foreseeable, and the mere suggestion that some of

---

<sup>13</sup> Count IV makes similar allegations against Zimmerman in demanding more than \$200 million in damages.

Hertz's claimed damages, such as costs associated with financing waivers and higher-than-necessary tax liabilities, were foreseeable as the result of a representation made in a severance agreement are patently ridiculous. *Cf. Morse v. Lower Merion School Dist.*, 132 F.3d 902, 908 (3d Cir. 1997) (upholding the district court's order of dismissal and holding as a matter of law plaintiff's bald assertions of foreseeable harm were insufficient).

Accordingly, even if Hertz could prove that Frissora breached the Separation Agreement – which it cannot – Hertz may only recover as damages *at most* the monies paid to Frissora pursuant to that agreement, as the payment of severance amounts under false pretenses was the only reasonably foreseeable harm proximately caused by Frissora's alleged misrepresentations. Because it has not pled adequately the requisite causation and foreseeability of its claimed damages in Count IV, Hertz's claim for more than \$200 million in damages is flawed as a matter of law and must be struck from the Complaint.

**C. Hertz Improperly Seeks Tort Damages For A Breach Of Contract Claim**

Count IV is additionally flawed because it reflects an improper attempt to seek tort damages in a contract claim. Hertz has at least implicitly acknowledged that it is pursuing contract claims instead of tort claims in this action in an attempt to evade its obligations to advance Defendants' legal fees in this dispute. Compl. ¶¶ 127, 128 (“[Defendants] are not entitled to advancement of expenses in a contract-based



action . . . [and] even if the By-Laws’ provision for advancement of expenses did apply in a contract-based action . . . advancement is inconsistent” with the Clawback Policies”). Several legal doctrines recognized in the Third Circuit and Florida courts, however, have been developed to maintain the conceptual distinction between breach of contract claims and tort claims. *See, e.g., KBZ Commc’ns Inc. v. CBE Technologies LLC*, 634 F. App’x 908, 909 (3d. Cir. 2015) (explaining that the “gist of the action” doctrine precludes tort claims where the alleged dispute is based in contract); *Dittman v. Univ. of Pittsburg Med. Ctr.*, 196 A.3d 1036, 1049 (Pa. 2018) (merging the economic loss doctrine – which precludes recovery of tort damages where the only injury is economic (i.e. contractual harm) – with the gist of the action); *see also HTP, Ltd. v. Lineas Aereas Costarricenses, S.A.*, 685 So.2d 1238, 1239 (Fla. 1996) (finding, under Florida law, “the economic loss [doctrine] should [bar] an award of tort damages” where the parties were involved in a pre-existing contractual relationship).

It follows from these doctrines that the Court should reject Hertz’s recasting of tort claims as breach of contract claims in order to seek increased damages while attempting to avoid its advancement obligations. *See* Compl. ¶¶ 109-119, 127-128.<sup>14</sup>

---

<sup>14</sup> In casting its Complaint in this manner, Hertz is also attempting to avoid obligations to plead standard elements of a misrepresentation claim, such as scienter and justifiable reliance. These factors are particularly resonant in a context where at the time of Frissora’s Separation Agreement, Hertz had substantial information in its possession about the scope of the accounting errors and their root cause but

Hertz cannot and should not have it both ways – if it elects to pursue contract theories, it should be limited to contract remedies; that is, limited to recover at most what it paid Frissora pursuant to the Separation Agreement.

**D. Hertz Has Failed Adequately To Plead Its Claimed Special Damages Under Rule 9(g)**

Finally, even if the damages claimed by Hertz in Count IV were not precluded as a matter of law because of Hertz’s failures to plead foreseeability and causation, Hertz has also failed to satisfy the heightened pleading standards of Rule 9(g).

Consistent with other jurisdictions, this Court has established that “[s]pecial, as contradistinguished from general damage, is that which is the natural, but not the necessary, consequence of the act complained of.” *Delzotti v. Morris*, Civ. No. 14-7223 JBS/AMD, 2015 WL 5306215, at \*8 (D.N.J. Sept. 10, 2015) (quoting *Roberts v. Graham*, 73 U.S. 578, 580 (1867)); *see also* 5A Wright & Miller, Federal Practice & Procedure § 1310 (4th ed. 2019) (special damages are considered “those elements of damages that are the natural, but not the necessary or usual, consequence of the defendant’s conduct . . . .”); *Neal v. Honeywell, Inc.*, 191 F.3d 827, 832 (7th Cir. 1999) (“The usual consequences of a wrong are ‘general’ damages, and unusual consequences are ‘special.’”); *Huyler’s v. Ritz–Carlton Rest. & Hotel Co.*, 6 F.2d

---

nonetheless accepted Frissora’s representations as true, granted him a separation “without cause,” and paid him severance benefits.

404, 406 (D. Del. 1925) (“Both [special and general] damages must be the natural and proximate consequence of the breach complained of, but general damages are such as inevitably follow, while special damages are such as may or may not follow the breach.”). Unlike general damages, which are implied or presumed by the law, special damages “must be specifically stated.” Rule 9(g); *Delzotti*, 2015 WL 5306215 at \*8; *see also* FLA. STAT. ANN. § 1.120.<sup>15</sup>

As described previously, the damages sought in connection with the alleged breaches of the Separation Agreement include, without any specifically attributed costs pled in the Complaint, “legal fees and related expenses” incurred by Hertz in connection with its internal investigation and costs of responding to lawsuits and investigations initiated by various private and government entities, “auditor review costs” related to auditor’s reviews of Hertz’s internal finances, “heightened costs of subsequent audits,” “costs of financing waivers,” “higher-than-necessary taxes,” and “significant other costs,” including an undefined negative impact on Hertz’s market

---

<sup>15</sup> Although state law controls the substantive elements of a claim in diversity of citizenship actions, and the pleadings may be required to indicate or imply the existence of these elements – including special damages – with more than the usual particularity, the form in which they are stated is governed by federal, not state, standards of pleading. Consequently, whether special damages have been sufficiently pled is to be determined under Rule 9(g), not the relevant state’s practice. 5A Wright & Miller, *Federal Practice & Procedure* § 1311 (4th ed. 2019).

capitalization and the “distraction of management’s attention from running the core business.” Compl. ¶¶ 73-75.

It is clear that these damages do not necessarily flow from a breach of contract, let alone the particular breaches alleged here – misrepresentations about historical conduct by a departing Company executive in a severance agreement – and thus are special damages that must be pled with greater specificity under Rule 9(g). *See, e.g., United Indus., Inc. v. Simon-Hartley, Ltd.*, 91 F.3d 762, 764 (5th Cir. 1996) (recognizing that federal courts routinely classify attorney’s fees as special damages that must be specifically pleaded under Rule 9(g)); *Maidmore Realty Co. v. Maidmore Realty Co.*, 474 F.2d 840, 843 (3d Cir. 1973) (“Claims for attorney fees are items of special damage which must be specifically pleaded under Federal Rule of Civil Procedure 9(g).”).

However, although Hertz has enumerated the types of damages it believes it has suffered, as discussed throughout, it has not sufficiently and specifically pled *any* of the particulars of its damages, including the quantum of any particular category of claimed damages, and in some instances acknowledges that certain claimed damages cannot be quantified. These types of conclusory allegations are demonstrably inadequate in a heightened pleading context, and Count IV should be dismissed on that basis. *See Street-Works Dev. LLC v. Richman*, No. 13CV774 (VB), 2015 WL 872457, at \*7 (S.D.N.Y. Feb. 3, 2015) (holding an assertion that

fraudulent statements caused the claimant to suffer “compensatory, expectancy, special and punitive damages” in excess of \$20 million to be insufficient because “[a] general monetary allegation stated in round numbers is generally not considered to reflect the specific damages required of special damages.”).

### **CONCLUSION**

For the foregoing reasons, Counts I, III, IV and V against Frissora should be dismissed with prejudice.

Dated: June 20, 2019

Respectfully submitted,

LOWENSTEIN SANDLER LLP

/s/ Gavin J. Rooney  
Gavin J. Rooney  
One Lowenstein Drive  
Roseland, NJ 07068  
973.597.2500

*Attorneys for Defendant Mark Frissora*

Andrew J. Levander (*admitted pro hac vice*)  
Jeffrey A. Brown (*admitted pro hac vice*)  
DECHERT LLP  
1095 Avenue of the Americas  
New York, NY 10036  
212.698.3500

*Attorneys for Defendant Mark Frissora*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

THE HERTZ CORPORATION and HERTZ  
GLOBAL HOLDINGS, INC.,

Plaintiffs,

v.

MARK FRISSORA, ELYSE DOUGLAS, and  
JOHN JEFFREY ZIMMERMAN,

Defendants.

Civil Action No. 2:19-cv-08927

**CERTIFICATION OF JEFFREY A.  
BROWN IN SUPPORT OF DEFENDANT  
MARK FRISSORA'S MOTION TO  
DISMISS**

I, JEFFREY A. BROWN, certify, under penalty of perjury, as follows:

1. I am a partner at Dechert LLP, attorney for Defendant Mark Frissora. I am admitted to practice *pro hac vice* before the United States District Court of New Jersey in this matter. I submit this Certification in support of Defendant Mark Frissora's Motion to Dismiss.

2. Attached hereto as Exhibit A is a true and correct copy of the Delaware Court of Chancery's Order Granting Plaintiffs' Motion for Partial Summary Judgment, *Frissora v. Hertz Global Holdings, Inc.*, C.A. No. 2019-0246-KSJM (May 23, 2019).

3. Attached hereto as Exhibit B is a true and correct copy of Hertz Global Holding, Inc. and The Hertz Corporation Joint Board of Directors, Meeting Minutes, November 12, 2009 (the "2010 Clawback Policy").

4. Attached hereto as Exhibit C is a true and correct copy of Hertz Global Holdings, Inc.'s November 22, 2011 Form 8-K publicly filed with the United States Securities and Exchange Commission.

5. Attached hereto as Exhibit D is a true and correct copy of the Amended and Restated Compensation Recovery Policy, February 19, 2014 (the "2014 Clawback Policy").

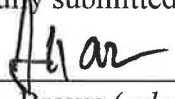
6. Attached hereto as Exhibit E is a true and correct copy of Hertz Standards of Business Conduct publicly available on Hertz's website at <http://ir.hertz.com/download/Standards+of+Business+Conduct+08.22.2017.pdf>.

7. Attached hereto as Exhibit F is a true and correct copy of Defendant Mark Frissora's Separation Agreement, September 15, 2014.

I certify that the foregoing statements made by me are true. I understand that if the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 20, 2019

Respectfully submitted,



---

Jeffrey A. Brown (*admitted pro hac vice*)  
Andrew J. Levander (*admitted pro hac vice*)  
DECHERT LLP  
1095 Avenue of the Americas  
New York, NY 10036  
212.698.3500

Gavin J. Rooney  
One Lowenstein Drive  
Roseland, NJ 07068  
973.597.2500

*Attorneys for Defendant Mark Frissora*

# Exhibit A





**GRANTED**

EFiled: May 23 2019 01:45PM EDT

Transaction ID 63291770

Case No. Multi-Case



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SCOTT SIDER,

Plaintiff,

v.

HERTZ GLOBAL HOLDINGS, INC.,

Defendant.

C.A. No. 2019-0237-KSJM

J. JEFFREY ZIMMERMAN,

Plaintiff,

v.

HERTZ GLOBAL HOLDINGS, INC.,

Defendant.

C.A. No. 2019-0240-KSJM

ELYSE DOUGLAS,

Plaintiff,

v.

HERTZ GLOBAL HOLDINGS, INC.,

Defendant.

C.A. No. 2019-0243-KSJM

---

MARK P. FRISSORA,

Plaintiff,

v.

HERTZ GLOBAL HOLDINGS, INC.,

Defendant.

---

C.A. No. 2019-0246-KSJM

**[PROPOSED] ORDER  
GRANTING PLAINTIFFS’  
MOTION FOR PARTIAL SUMMARY JUDGMENT**

WHEREAS, on March 28 and 29, 2019, plaintiffs Elyse Douglas, Mark P. Frissora, Scott Sider, and J. Jeffrey Zimmerman (collectively the “Plaintiffs”) each filed verified complaints against Hertz Global Holdings, Inc. (“Hertz”) (the “Verified Complaints”) seeking advancement of attorneys’ fees and expenses incurred (1) in response to separate letters to each Plaintiff from Hertz on February 13, 2019, seeking to claw back certain compensation paid to them while officers of Hertz (the “Clawback Proceeding”), (2) in response to Hertz’s commencement of two lawsuits captioned *The Hertz Corporation and Hertz Global Holdings, Inc. v. Mark Frissora, Elyse Douglas, and John Jeffrey Zimmerman*, in the U.S. District Court for the District of New Jersey, Case Number 2:19-cv-08927 (the “District Court Action”) and *The Hertz Corporation and Hertz Global Holdings, Inc. v. Scott Sider*, in Lee County Circuit Court,

Florida, Case Number 19-CA-001808 (the “Florida Action”); and (3) in prosecuting this action;

WHEREAS, on April 18, 2019, Plaintiffs filed a Motion for Partial Summary Judgment (the “Motion”); and

WHEREAS, on May 14, 2019, following the completion of briefing, the Court held oral argument on Plaintiffs’ Motion.

NOW, THEREFORE it is HEREBY ORDERED, this \_\_\_ day of \_\_\_\_\_, 2019, as follows:

1. For the reasons stated on the record during the hearing held on May 14, 2019, Plaintiffs’ Motion is GRANTED.

2. Plaintiffs are entitled to advancement of the attorneys’ fees and other expenses reasonably incurred in connection with defending against (a) the Clawback Proceeding, (b) all claims in the District Court Action, and (c) all claims in the Florida Court Action (collectively, the “Covered Claims”).

3. Plaintiffs are further entitled to the attorneys’ fees and expenses reasonably incurred in preparing and prosecuting this action (the “Fees for Fees Claim”).

4. For all amounts for which advancement of the Covered Claims is sought in accordance with Paragraph 2 or for which payment of the Fees for Fees Claim is sought in accordance with Paragraph 3, Plaintiffs shall submit:

- a. A true and accurate copy of the invoice addressed and sent to the applicable Plaintiff, identifying the fees and expenses for which advancement or payment is requested. Each invoice shall provide for each time entry the date, timekeeper, billing rate, task description, time incurred, and amount charged. Each invoice shall identify for each expense the date of the charge, its nature, and the amount incurred;
- b. A certification signed by a senior Delaware attorney representing Plaintiffs that (i) he/she personally reviewed the invoice, (ii) each time entry and expense falls within the scope of Plaintiffs' advancement rights for the Covered Claims or payment rights for the Fees for Fees Claim, as the case may be, (iii) in his/her professional judgment, the fees and expenses charged are reasonable in light of the factors listed in Rule 1.5(a) of the Delaware Lawyers' Rules of Professional Conduct, (iv) the services rendered were thought to be prudent and appropriate in his/her professional judgment, and (v) the amounts billed are in accordance with the terms of representation agreed to by the applicable Plaintiff; and

- c. Each invoice shall be paid to the applicable Plaintiff or his or her law firm within 30 calendar days of submission unless objected to pursuant to the procedures set forth in this Order. Each Plaintiff shall indicate to Defendant whether Defendant should remit payment to each Plaintiff, or to each Plaintiff's counsel directly.

5. Any objection to a demand for advancement made pursuant to this Order must be raised no later than 10 calendar days after Defendant receives the demand. Any portion of a demand not objected to must be paid in full no later than 30 calendar days after the demand was submitted pursuant to this Order. Any disputed amounts not paid within 30 days after the demand was submitted will accrue interest at the Delaware legal rate of interest compounded monthly, from 30 days after receipt of the applicable demand.

6. For all amounts Plaintiffs previously submitted to Defendant for advancement, such invoices shall be resubmitted in the form and manner required by this Order no later than 5 business days after the date of this Order. Defendant shall respond with any objection to the payment of such amount within 5 business days. Hertz shall pay all amounts it does not object to within 5 business days consistent with paragraph 8 of this Order. All previously submitted amounts will begin to accrue interest at the Delaware legal rate of interest from 30 days

after such amount was initially submitted until payment by Hertz, and Plaintiffs shall provide Hertz with the calculation of the interest owed as of the due date for payment set forth in this paragraph. For the avoidance of doubt, nothing in this paragraph relieves Hertz of its obligation to pay all interest due as of the date of payment.

7. To the extent there are any objections to a demand for advancement pursuant to this Order, a senior Delaware lawyer for Defendant shall set forth the basis for such objection to the demand in a written response. The written response shall identify each specific time entry or expense to which Defendant objects and explain the nature of the objection. A senior Delaware lawyer for Defendant shall certify that (i) he/she personally reviewed the demand and (ii) in his/her professional judgment, the disputed fees and expenses are not reasonable or otherwise fall outside the scope of the advancement right. The response shall cite any legal authority on which Defendant relies. Any objection not included in the response is deemed waived.

8. If Defendant disputes more than 50% of the amount sought in any demand, Defendant shall pay 50% of the amount sought and Plaintiff shall hold the amount exceeding the undisputed amount (not to exceed 50% of the amount sought) in an escrow account pending resolution of the dispute regarding such portion.

9. Within 10 calendar days of receiving objections submitted in compliance with Paragraph 7 of this Order, a senior Delaware lawyer for Plaintiffs will reply to the response in writing and provide supporting information and legal authority.

10. Within 5 calendar days of Defendant's receipt of Plaintiffs' reply, senior Delaware lawyers representing each party will meet in person or by phone and confer regarding any disputed amounts. Any additional agreed-upon amount that results from the meet-and-confer session will be paid with the next month's payment of undisputed amounts.

11. Not more frequently than quarterly, Plaintiffs may file an application pursuant to Court of Chancery Rule 88 seeking a ruling on the disputed amounts. Briefing shall consist of a motion, an opposition filed within fifteen days of the motion, and a reply filed within ten days of the opposition. The Parties shall not raise any new arguments not previously raised with the other side in the applicable demand, response, reply, or meet-and-confer. The Parties shall only cite authorities identified in writing in the applicable demand, response, or reply. The Court will determine if a hearing is warranted.

12. If the Court grants an application in whole or in part, then pre-judgment interest will be due at the Delaware legal rate of interest, compounded monthly, from 30 days after the receipt of the applicable demand. In addition, in

parallel with the next demand, Plaintiffs may demand reimbursement for the fees and expenses incurred in connection with the granted application, proportionate to the success achieved. The Parties shall address any such reimbursement demand in the same manner as a demand made under Paragraph 4 of this Order. In connection with a successful application, Plaintiffs shall be entitled to reimbursement of fees and expenses incurred for time spent preparing invoices and demands, addressing responses, or conferring regarding demands made.

---

Vice Chancellor McCormick



This document constitutes a ruling of the court and should be treated as such.

**Court:** DE Court of Chancery Civil Action

**Judge:** Multi-Case

**File & Serve**

**Transaction ID:** 63286576

**Current Date:** May 23, 2019

**Case Number:** Multi-Case

**Case Name:** Multi-Case

**Court Authorizer:** McCormick, Kathaleen St Jude

---

/s/ Judge McCormick, Kathaleen St Jude

# Exhibit B

**□ Hertz Global Holdings, Inc. and The Hertz Corporation**  
**Joint Board of Directors Meeting**  
**November 12, 2009**

**Agenda Item:** Adoption of a “Claw Back” Policy for Executive Compensation

**Action Sought:** Approval of an Amendment to Hertz Global Holdings, Inc.’s (“Hertz Holdings”) Standards of Business Conduct to include a “claw back” policy

**Background:** The Sarbanes-Oxley Act of 2002 requires the CEO and CFO of public companies to return bonus compensation and other compensation from long-term awards received during a period covered by restatement due to fraud or wrongdoing. To date, the Boards of Directors (the “Boards”) of Hertz Holdings and The Hertz Corporation (individually, the “Company”) have only elected to enlarge upon that statutory scheme with respect to certain equity compensation (restricted stock units and performance stock units) paid to our executives. However, there is now a growing trend among Fortune 500 companies to adopt a comprehensive “claw back” policy. Current market data indicates that 65% of Fortune 100 companies have a “claw back” policy compared with only 18% in 2006. 33% of the company's peers have a claw back policy.

Management recommends that the Boards adopt a “claw back” policy for all annual incentive, long-term incentive, equity-based awards and other performance-based compensation arrangements, effective January 1, 2010, that reflects the following key design aspects:

- Repayment obligation is triggered by an award of compensation based on achievement of financial results that were the subject of a restatement;
- The Compensation Committee of the Company (the “Compensation Committee”) must determine that the executive officer's gross negligence, fraud or misconduct caused or contributed to the need for the restatement;
- Applies, on a prospective basis, to the CEO, all elected Vice Presidents and the Treasurer;
- Compensation Committee will retain discretion as to whether or not to enforce the “claw back”; and
- 3-year time limit on payment recovery.

**Attachments:** Proposed Joint Board Resolutions  
Proposed Amendment to the Standards of Business Conduct –Hertz  
Procedure W 1-22

**Hertz Global Holdings, Inc. and The Hertz Corporation  
Proposed Joint Board Resolutions**

**WHEREAS**, Hertz Global Holdings, Inc. (“Hertz Holdings”) or The Hertz Corporation (individually, the “Company”) sponsors and maintains certain annual incentive, equity-based awards and other performance-based compensation arrangements for the benefit of its executives;

**WHEREAS**, the Board of Directors of each Company (the “Board”) has determined that it is in the best interests of each Company and its stockholders to adopt a policy that requires certain executive officers to repay or forfeit compensation where the payment, granting or vesting of such compensation is based on certain restated financial statements; and

**WHEREAS**, the Board has determined that it is in the best interests of each Company and its stockholders to have the policy incorporated into the Hertz Holdings’ Standards of Business Conduct and that beginning on January 1, 2010, all future award agreements or other documents setting forth the terms and conditions of any annual incentive, long-term incentive, equity-based award or other performance-based award granted to executive officers, adhere to and comply with such policy;

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that effective as of January 1, 2010, the Hertz Holdings’ Standards of Business Conduct (the “Standards of Business Conduct”) be amended and restated to include the compensation recovery policy attached hereto as Exhibit A (the “Compensation Recovery Policy”); and, it is further

**RESOLVED**, that the Senior Vice President, Chief Human Resource Officer and Senior Vice President, General Counsel and Secretary of Hertz Holdings may make other non-material amendments to the Standards of Business Conduct in order for the Compensation Recovery Policy to be properly incorporated into the Standards of Business Conduct; and, it is further

**RESOLVED**, that the Senior Vice President, Chief Human Resource Officer, be, and she hereby is, authorized and instructed, in the name of and on behalf of each Company, to take or cause to be taken any and all actions that she deems necessary, appropriate and advisable to effectuate and carry out the purposes of the foregoing resolutions, including, but not limited to, securing the written agreement of each executive officer to such policy.

## Exhibit A

### Compensation Recovery Policy

The Boards of Directors of Hertz Global Holdings, Inc. and The Hertz Corporation (individually, the “Company”) have adopted a policy requiring its “executive officers” to return bonus compensation and other compensation from long-term awards received during a period covered by financial restatement due to fraud or wrongdoing (the “Compensation Recovery Policy”). Accordingly, effective with respect to any annual incentive, long-term incentive, equity-based award or other performance-based award granted by either Company on or after January 1, 2010:

Any individual who is an “executive officer” of either Company at the time of grant or payment of any annual incentive, long-term incentive, equity-based award or other performance-based award (collectively, “Covered Incentive Compensation”) shall repay or forfeit, as directed by the Compensation Committee of the Company (the “Compensation Committee”), to the extent permitted by law, any Covered Incentive Compensation received by him or her if:

- the payment, grant or vesting of such Covered Incentive Compensation was based on the achievement of financial results that were the subject of a restatement of the Company's financial statements, as filed with the Securities and Exchange Commission;
- the need for the restatement was identified within 3 years after the date of the first public issuance or filing of the financial results that were subsequently restated;
- the Compensation Committee determines in its sole discretion, exercised in good faith, that the executive officer's gross negligence, fraud or misconduct caused or contributed to the need for the restatement; and
- the Compensation Committee determines in its sole discretion that it is in the best interests of the Company and its stockholders for the executive officer to repay or forfeit all or any portion of the Covered Incentive Compensation.

In addition, if the Compensation Committee determines that the Compensation Recovery Policy applies to an individual who was an “executive officer” of the Company at the time of grant or payment of such Covered Incentive Compensation, then in addition to the above provisions, the “executive officer” shall, as directed by the Compensation Committee, to the extent permitted by law: (i) forfeit any outstanding equity-based awards granted during the period following the publication of the financials that were subsequently restated; and (ii) repay the amount received upon the settlement, or any gains realized upon the exercise, of any equity-based awards or other awards.

The Company may, to the extent permitted by law, enforce an executive officer's repayment obligation under this policy by reducing any amounts that may be owing from time-to-time by the Company or an affiliate to the executive officer, whether as wages, severance, vacation pay or in the form of any other benefit or for any other reason.

The Compensation Committee shall have full and final authority to make all determinations under this Compensation Recovery Policy, including without limitation whether this Compensation Recovery Policy applies and if so, the amount and type of compensation to be repaid or forfeited by the executive officer. All determinations and decisions made by the Compensation Committee pursuant to the provisions of this Compensation Recovery Policy shall be final, conclusive and binding on all persons, including the Company, its affiliates, its stockholders and employees.

From and after January 1, 2010, each award agreement or other document setting forth the terms and conditions of any Covered Incentive Compensation granted to an executive officer shall include a provision incorporating the requirements of this Compensation Recovery Policy with respect to such award. The remedy specified in this policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company.

# Exhibit C

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549-1004

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **November 22, 2011 (November 17, 2011)**

**HERTZ GLOBAL HOLDINGS, INC.**

(Exact Name of Registrant as Specified in its Charter)

**DELAWARE**

**001-33139**

**20-3530539**

(State of  
incorporation)

(Commission File Number)

(I.R.S. Employer Identification  
Number)

**225 Brae Boulevard  
Park Ridge, New Jersey 07656-0713**  
(Address of principal executive  
offices, including zip code)

**(201) 307-2000**  
(Registrant's telephone number,  
including area code)

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17-CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
- 
-



**ITEM 5.05 AMENDMENTS TO THE REGISTRANT'S CODE OF ETHICS, OR WAIVER OF A PROVISION OF THE CODE OF ETHICS**

On November 17, 2011, the Board of Directors of Hertz Global Holdings, Inc. ("Hertz Holdings") approved and adopted revised Standards of Business Conduct (the "Code") applicable to the employees, officers and directors of Hertz Holdings and its subsidiaries. The revisions to the Code are intended to simplify the manner in which information is presented in the Code and do not affect any material substantive changes to the policies contained in the Code. The Code, as revised, supersedes Hertz Holdings' previous Standards of Business Conduct.

The Code is attached hereto as Exhibit 14.1 and is available through the "Investor Relations" section of Hertz Holdings' website at [www.hertz.com](http://www.hertz.com).

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

Exhibit 14.1 Hertz Standards of Business Conduct

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HERTZ GLOBAL HOLDINGS, INC.

(Registrant)

Date: November 22, 2011

By: /s/ J. Jeffrey Zimmerman

Name: J. Jeffrey Zimmerman

Title: Senior Vice President, General Counsel & Secretary

## Hertz Standards of Business Conduct



**Hertz®**



## A Message From Mark P. Frissora



At Hertz, we have a long tradition of success in the equipment and rental car industries. We are passionate competitors, and are always in search of new means for growing our business and returning value to our stakeholders.

That passion and competitive drive have been major factors in our success.

I realize that the competitive pressures in the industries that we serve are intense. In responding to those pressures, you should never "bend the rules," nor should you fail to conduct yourself in an ethical way with respect to each decision you make on our Company's behalf.

As a publicly traded company, we are subject to many laws in all of the countries where we do business. Equally important is my personal commitment to ensuring that we conduct our business with ethics and integrity each and every day, irrespective of whether a particular law requires us to do so. That is the hallmark of a good corporate citizen, which Hertz always has been and will always continue to be.

We maintain a set of standards, which we call the Hertz Standards of Business Conduct or Code, set forth in the pages that follow. This is a reference source, which is intended to help you understand some of the rules that govern the proper way to do business. I expect all Hertz employees to be familiar with this Code. Our commitment to you is to offer periodic training so that you better understand

the requirements and have the opportunity to ask questions to aid in your understanding. I also encourage you to seek guidance from your supervisor, your local HR professional or a member of our Law Department if you have questions regarding the Code or issues regarding compliance with it.

While we want to win the competitive battles we fight each day, that does not mean winning at any cost. Neither you nor Hertz should ever compromise your integrity in your duties or in any actions taken on behalf of our Company. We will always comply with the laws governing our operations. We will always treat each other with dignity and respect. We will always deal fairly with our business partners and customers. We will always be a good corporate citizen in every area where we operate.

I thank each of you in advance for taking the time to read these materials and, more importantly, to live by them each day. I also want to assure you that our Board of Directors and Senior Management Team are firmly committed to "walking the talk" when it comes to issues of business integrity and ethics. Please join me, our Board of Directors and the Senior Management Team in ensuring that Hertz is always considered a good corporate citizen, a good business partner and a great place to work because of the ethical way in which we do business.



## Table of Contents

### I A Message From Mark P. Frissora

#### 1 Introduction: Understanding Our Code

- 1 Why Do We Have a Code?
- 1 Who is Expected to Follow the Code?
- 2 What Responsibilities Do We Have Under the Code?
- 2 Casting the Right Shadow: Do Managers Have Added Responsibilities?
- 2 What Laws Must We Know and Follow?
- 2 What Are the Consequences of Code Violations?

#### 3 Asking Questions and Making Reports

- 3 Where Do We Go to Make Reports or Seek Advice?
- 3 Are We Safe From Retaliation When Making a Report?
- 3 Does Hertz Look Into Reports?

#### 5 We Treat Our Customers and Business Partners Right

- 5 We Provide Exceptional Customer Service
- 6 Our Sales and Marketing Efforts Are Honest and Accurate
- 6 We Compete Ethically and Lawfully
- 7 We Safeguard Third-Party Information
- 8 We Follow Procedures for Working with Government Customers

#### 9 We Treat Each Other and Hertz Right

- 9 We Treat Each Other with Respect
- 9 We Ensure Health and Safety in Our Workplace
- 11 We Protect Each Other's Private Information
- 11 We Act in Our Company's Best Interests
- 11 We do not allow gifts and entertainment to improperly influence our judgment
- 12 We do not allow personal relationships to improperly influence our judgement
- 13 We do not allow outside employment to improperly influence our judgement
- 13 We do not take corporate opportunities for ourselves
- 13 We do not allow financial investments to improperly influence our judgement
- 13 We Use Our Company's Assets and Information Appropriately
- 14 We Make Proper Use of Company Computer Systems

#### 15 We Comply with the Laws Governing Public Companies

- 15 We Maintain Honest and Accurate Books and Records
- 15 We Never Trade on Inside Information
- 16 We Communicate with One Voice

#### 17 We Engage in Proper Business Practices and Protect the Environment

- 17 We Comply with Global Anti-Corruption Laws
- 17 We Follow International Trade Laws
- 19 We Do Not Participate in Unapproved Boycotts and Sanctions
- 19 We Support Fair Employment Practices
- 20 We Protect Our Environment
- 20 We Engage in Ethical Political and Charitable Activity

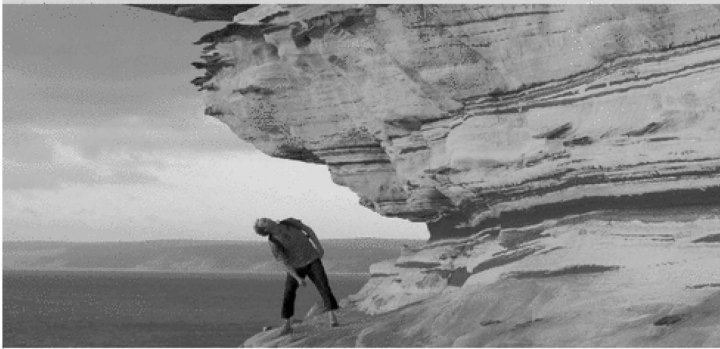
#### 21 Index of Hotline Numbers

#### 22 Acknowledgment and Certification





## Introduction: Understanding Our Code



### Why Do We Have a Code?

Simply stated, acting ethically is good for business. Indeed, it is a competitive advantage as it protects our brand and reputation in the marketplace. But how do we know what is expected of us? Our Standards of Business Conduct—our Code—is our guide. It shows us how to make ethical decisions, and lets us know when we should ask for further guidance. Our Code points us in the right direction—the ethical direction.

As you make your way through this document, keep in mind the various commitments that Hertz has made to its valued stakeholders. We each play a role in maintaining the trust of these stakeholders—our customers, business partners, investors, communities, Hertz and, of course, each other. Doing so is key to our continued success and the goodwill associated with our brand.

### Who is Expected to Follow the Code?

We are one Hertz. This means our Code applies to all Hertz employees, officers and directors. In addition, we firmly expect our suppliers, agents, business partners, consultants and licensees/franchisees to uphold similar principles in the work they perform for Hertz.



### What Responsibilities Do We Have Under the Code?

Our Code is only as effective as those who follow it. Therefore, it is crucial for each of us to know and understand how the Code applies to our jobs. It is everyone's responsibility to:

- Follow our Code, Company policies and procedures, and the law at all times—even if someone asks us to do otherwise;
- Uphold the principles set forth in our Code and Company policies and procedures in all that we do;
- Understand that there is no excuse, including ignorance or "everyone else is doing it," for acting illegally or unethically; and
- Speak up if we know or suspect that a violation of our Code has occurred.

Remember, no single document can cover all of the situations that we may encounter throughout the course of our work. It is therefore critical that we use common sense and good judgment, in conjunction with this Code, to best uphold our responsibilities to our Company and stakeholders, and to know when to ask for help. This Code is a starting point. The policies and procedures referenced throughout this Code provide more detailed information on the referenced subjects. If a topic is relevant to your work at Hertz, you are expected to review, understand and follow the more detailed policies and procedures that are in place.

### Casting the Right Shadow: Do Managers Have Added Responsibilities?

While our Code applies equally to all of us at Hertz, managers do have additional responsibilities. As leaders, managers are expected to:

- Lead by positive example;
- Promote an open door policy so employees feel comfortable asking questions and voicing concerns;

- Train other employees on this Code and relevant Hertz policies and procedures;
- Respond to the concerns expressed by employees, escalating issues when necessary; and
- Keep an eye out for misconduct, never excusing or promoting violations of this Code or the law.

Make it your goal to model Hertz's values at all times and to promote a positive, ethical workplace. If another employee approaches you with a concern, and you are unsure of how to address the issue, seek guidance from your manager or another resource within Hertz.

### What Laws Must We Know and Follow?

In addition to our Code and Hertz's policies and procedures, we all have a duty to uphold the law. Laws can be complex, and vary from one country to the next. This makes it all the more important that we familiarize ourselves with the laws and regulations that apply to our specific jobs. Many of these laws are outlined in Hertz's policies and procedures, some of which are referenced throughout the Code (and all of which are available in the Policies and Procedures Database). If you have any questions about which laws and regulations apply to your work, consult with your manager, the Law Department, or the Human Resources Department.

### What Are the Consequences of Code Violations?

Hertz takes Code violations seriously. Code violations can have severe consequences for both Hertz and those involved in the offense. In addition to damaging the Hertz brand, actions that violate our Code may also violate the law. This subjects the individuals involved and our Company to possible criminal and civil liabilities. Failing to follow our Code also means that Hertz may take disciplinary action, up to and including termination.

1 Hertz - Code of Conduct



## Asking Questions and Making Reports

### Where Do We Go to Make Reports or Seek Advice?

It is important that each of us feels comfortable in making a report or asking questions about what is expected of us. If you believe you have witnessed actual or possible misconduct, or if you have a question about this Code, Company policy or the law, reach out to any of the following resources:

- Your manager
- The Law Department, Park Ridge
- The Legal Affairs Department, Hertz Europe Limited
- The HR Business Partner or attorney for your country
- The Compliance Hotline
  - » Via telephone (numbers for your region can be found at the end of this Code and on the Hertz intranet)
  - » Online at <https://compliance-helpline.com/Hertz.jsp> (U.S., Puerto Rico and St. Thomas employees only)

The Compliance Hotline is available for use 24 hours a day, seven days a week, with translators available in all languages that Hertz employees speak. Anonymous reporting is available, where permitted by law. Keep in mind, however, that anonymous reports may be more difficult for Hertz to investigate thoroughly. Therefore, you are encouraged to provide as much information as possible when making a report.

Phone numbers for the Law Department, Legal Affairs Department, and the HR Business Partner and attorney for your country are available through Gold Pages and the Law Department's intranet site.

For further information, reference: W 2-29, Employment and Equal Opportunity.

### Are We Safe From Retaliation When Making A Report?

Yes. In order to feel confident when making a good-faith report, it is important that we do not fear retaliation. Making a report in "good faith" means that you provide all the information you have, and that you believe your report to be true. Hertz encourages us to come forward with our concerns, and will not tolerate any act of retaliation against us for doing so. The same applies to those of us who participate in the investigation of a report.

If you feel that you or another Hertz employee has experienced retaliation, speak up. Hertz may take disciplinary action, up to and including termination, against anyone who engages in retaliatory acts against another for making a good-faith report of a suspected violation of this Code or the law.

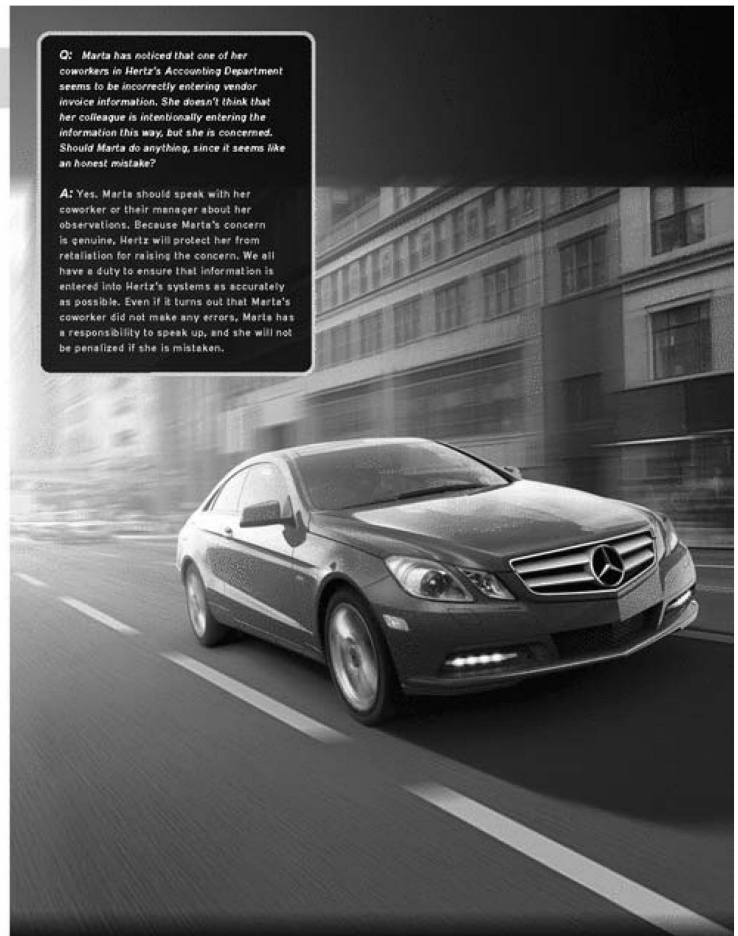
### Does Hertz Look Into Reports?

Yes. If you make a report, the matter will be promptly investigated. If the matter involves an executive officer or a director, or could potentially involve over \$1 million, the Audit Committee will be notified. They will take all actions they consider appropriate to investigate any violations reported to them. If necessary, corrective action will be taken. Unless the report is made anonymously, you will receive feedback on the outcome.

Any waiver of this Code for an executive officer or director may be made only by the Audit Committee of the Board and will be promptly disclosed as required by SEC or NYSE rules.

**Q:** Marta has noticed that one of her coworkers in Hertz's Accounting Department seems to be incorrectly entering vendor invoice information. She doesn't think that her colleague is intentionally entering the information this way, but she is concerned. Should Marta do anything, since it seems like an honest mistake?

**A:** Yes, Marta should speak with her coworker or their manager about her observations. Because Marta's concern is genuine, Hertz will protect her from retaliation for raising the concern. We all have a duty to ensure that information is entered into Hertz's systems as accurately as possible. Even if it turns out that Marta's coworker did not make any errors, Marta has a responsibility to speak up, and she will not be penalized if she is mistaken.



2 Hertz - Code of Conduct

## We Treat Our Customers and Business Partners Right



### We Provide Exceptional Customer Service

At Hertz, we strive to be the most customer-focused rental company in every market we serve. This means we always treat our customers with courtesy and respect, and we promptly address any concerns they bring to our attention. Continuous improvement of our relationship with our customers is vital to our growth.

Because our relationship with our customers is built on trust, we take care to ensure the safety and quality of our vehicles and rental equipment. We comply with all applicable laws and regulations, and consistently meet or exceed safety and quality standards. If you ever have any concerns about the safety of our vehicles or rental equipment, or

the quality of our service, you should bring them to your manager's attention immediately. If you remain concerned, make a report to the Vice President or President of Operations for your region or country.

Maintaining the trust of our customers means we hold our suppliers accountable for the quality and safety of the products and services they provide to us. If you believe a supplier is not upholding these commitments, it is your responsibility to report the situation.

For further information, reference: 7-55, Compliance with Manufacturer Recalls; W9-05 WERC, Rental Equipment Pick Ups, Deliveries, Returns & Exchanges; 7-58, Handling Customer Complaints; AU1-98 and E2-12, Customer Relations; NZ1-98, Customer Services; WH1-68, Customer Contacts Between OKC & Foreign Hertz Offices.

**Q:** Fatima works in the Warranty Department in Oklahoma City, where she is responsible for inputting manufacturer recall information when it is received. Late one afternoon, a few days before the financial quarter is about to end, she receives a new recall notice. She has also recently overheard her manager discussing the possibility that Hertz may not meet its sales projections for the quarter. Fatima considers waiting until tomorrow to input the recall information, thinking that it's probably not a big deal since the business day is almost over anyway. She wants to do her part to help Hertz meet its sales goals. Is it okay for Fatima to wait?

**A:** No. Fatima should enter the recall information immediately and accurately. If she thinks she will not have enough time to complete the entry before she leaves, she should speak with her manager so the information can be entered. We have a responsibility to act on notifications of manufacturer recalls and to follow all related recall policies and procedures.

As a rule, we always honor our commitments. We communicate clearly and immediately to clarify misunderstandings.

For further information, reference: W 1-15, Review and Approval of Advertising and Promotional Activities.

### We Compete Ethically and Lawfully

At Hertz, we are passionate competitors. We also believe in always competing ethically. We do this by following the antitrust and competition laws that are in place wherever we do business. These laws are meant to preserve a free and fair marketplace by making it illegal to collude with one's competitors to restrain trade. To live up to the letter and spirit of these laws, we must never discuss certain topics with our competitors, such as:

- The division or allocation of markets, territories or customers;
- Prices or price-related strategies (including marketing information); or
- The boycotting of a supplier or other third party.

### Our Sales and Marketing Efforts Are Honest and Accurate

Our commitment to exceptional service also means that we deal fairly with our customers and our suppliers at all times. We do this by representing our Company honestly and accurately, and upholding truthful sales and marketing practices. This means, in part, that we:

- Only draw accurate, truthful comparisons between our services and those of our competitors;
- Offer nothing but honest, factual information to our suppliers, business partners and customers;
- Avoid misstatement of facts, and misleading marketing, advertisements and promotions; and
- Never misrepresent facts in order to gain a competitive edge in any market.

Keep in mind that even the appearance of collusion can result in a lawsuit or government investigation, so we must take care whenever we interact with our competitors. If a competitor brings up any of these topics in conversation, you must stop the



conversation and immediately report the incident to the Law Department, Park Ridge or the Legal Affairs Department, Hertz Europe Limited, which are referred to collectively in this Code as the Law Department.

Antitrust and competition laws are complex and continually evolving. Therefore, it is especially important for those of us whose jobs involve pricing, yield, fleet allocation, airport concessions, advertising, marketing, sales or purchasing to be familiar with the applicable antitrust and competition laws that relate to our work. Violations of these laws can carry severe consequences—including criminal penalties and large fines—for the individuals involved and our Company. If you have questions or need further guidance, you should contact the Law Department, which can direct you to training programs and educational brochures that explain—in plain language—the relevant rules.

Competing with integrity also means we only gather information about our competitors in an ethical manner. It is easier to reach our business goals when we are aware of what our competitors are doing in the marketplace. However, it is never appropriate to learn this information through theft, misrepresentation or deception. We also never pressure our colleagues to divulge the confidential information of their former employers. If you do happen to encounter confidential information about another company that you are not entitled to know, seek guidance from the Law Department before passing it along or acting upon this information.

For further information, reference: W1-113, Acquisition and Disclosure of Company Information.

**Q:** Anjali is leading a sales initiative in which her team is working on a bid to win a major corporate rental contract. This contract would really boost her team's sales numbers and possibly earn them incentives. Robert, a member of her team, has learned that a competitor is putting together a bid for the same project. When he tells Anjali about this, he offers to call someone he knows in the competitor's sales office to pressure them not to submit their bid. How should Anjali respond?

**A:** Anjali should tell Robert not to make the call. If he does, he will be violating fair competition laws. Hertz wins business through the value of its products and brand, not by competing unfairly. Anjali should also explain these principles to Robert, and make it clear that he should never engage in such behavior.

### We Safeguard Third-Party Information

Our customers trust us to protect the personal information that they provide to us. Because we wish to maintain that trust, we take care to ensure that our customers' personally identifiable data stays private. Such data includes our customers' names, addresses, credit card information, government-issued identification numbers, Social Security numbers, driver's license numbers, email addresses and insurance information. Internally, we only share such information to the extent necessary to conduct business. Equally important, we never reveal such information to an outside party without the prior approval of the Chief Executive Officer and the General Counsel.

**Q:** Jasmine notices that some customer information can be found on a particular Hertz website that is not secure. Jasmine trusts Hertz, but is concerned about protecting customer information. What should she do?

**A:** Securing customer data is extremely important. We must all take responsibility for protecting our customers from harm and also for protecting Hertz's reputation. Jasmine should immediately notify her manager about the potential release of confidential customer information. If she is still concerned, she can report the problem to the Information Technology Security Services Department, the Law Department for her country, the General Counsel or the Chief Executive Officer.

Likewise, if you encounter our business partners' or suppliers' confidential information through the course of your work at Hertz, you have a duty to safeguard this information from improper disclosure. To this end, we respect all contractual commitments, including non-disclosure agreements, which require us to protect third-party information.

We are equally committed to protecting the intellectual property (IP) of our business partners, customers and suppliers. IP refers to legally-protected creations of the mind, and includes (but is not limited to) software, inventions, written

materials and trademarks. We have a responsibility to use the IP belonging to others respectfully and only in accordance with our third-party agreements. This means, in part, that we do not install unlicensed software on Company computers. Additionally, those of us whose jobs have advertising, marketing or IT functions must take care to use third-party materials appropriately.

For further information, reference: W1-46, Privacy Policy; W 1-75, Protection of Assets and Confidential Materials; W 1-113, Acquisition and Disclosure of Company Information.

### We Follow Procedures for Working with Government Customers

Hertz maintains valuable relationships with a variety of government customers. Government contracts are very complex and are subject to numerous policies, laws and regulations. When working on a government contract, you have a duty to know and comply with the exact contract requirements. Before negotiating with or making any sales to a government entity, or deviating from contract specifications, you must obtain prior approval from the Global Government & Strategic Programs Director for car rental or the Manager of Government Programs for equipment rental, as well as the Law Department. Please note that violations of the government rules and regulations regarding contracts can result in substantial fines and even criminal prosecution for the individuals involved and our Company. It can also damage Hertz's ability to compete for government contracts in the future.





## We Treat Each Other and Hertz Right

### We Treat Each Other with Respect

At Hertz, we are committed to providing a work environment where everyone is encouraged to reach their full potential. We treat each other with respect by honoring each other's various backgrounds and abilities. We believe that our differences give us a competitive advantage, and we aim to foster that diversity.

Our Company does this, in part, by promoting a strict policy of non-discrimination. Hertz makes all employment decisions based on merit, and never on the basis of a person's race, color, religion, sex, age, national origin, sexual orientation, gender identity, marital or domestic partnership status, veteran or military status, genetic information, or any other classification protected by law.

Treating each other respectfully also means that we cultivate a workplace that is free from harassment. Harassment is defined as any unwelcome conduct that creates an offensive or hostile work environment. It can be physical, verbal or visual—such as through distasteful pictures or videos. Unwelcome conduct of a sexual nature, such as sexual advances or requests for sexual favors, is considered sexual harassment. In any form, harassment is offensive and will not be tolerated at Hertz.

If you experience or become aware of any act of discrimination or harassment, you have a duty to report it immediately. Remember that you will never experience retaliation for making a report of misconduct in good faith.

For further information, reference: W 2-29, *Employment and Equal Opportunity*.

### We Ensure Health and Safety In Our Workplace

Hertz is committed to providing a safe and healthy workplace for us all. To meet that goal, we are each responsible for upholding the health and safety guidelines that apply to our work. We have a duty to report any unsafe conditions so that our Company can take steps to correct the situation as soon as possible.

Ensuring a safe and healthy workplace requires clear judgment and alertness, which drugs and alcohol can impair. Being under the influence of either while at work can affect everyone's safety. For those reasons, we may not possess, distribute or be under the influence of alcohol or drugs, including certain prescription drugs, while conducting Company business or operating Company vehicles or machinery.

Our Company will also not tolerate violence in any of its facilities or locations. Violent or threatening behavior of any kind—including carrying a weapon—is strictly prohibited while on Hertz premises or working for Hertz off-site. If you feel threatened while at work, notify your manager or Human Resources. If you or anyone else is in immediate danger, call the local authorities before reporting the incident through normal channels.

For further information, reference: W 1-90, *Hertz Safety Program*; 1-25, *Occupational Safety and Health Act Requirements*; W1-41, *Breaches of Security*.



## We Protect Each Other's Private Information

One way we show respect to our colleagues is by ensuring each other's personal information remains protected at all times. During the course of our work, we provide a variety of sensitive personal information to our Company. This includes health information, government identification numbers and personal contact information. In addition, most of us would like kept confidential certain information maintained in the workplace—such as performance reviews and salary history. If your job entails having access to this type of sensitive personal information, you have a responsibility to safeguard it and only use it to the extent necessary to perform the duties of your job. Only share such information with those who are authorized to view it and have a business need to know it, whether another colleague or someone outside of Hertz.

For further information, reference: W 1-113, *Acquisition and Disclosure of Company Information*; 2-32 *Security and Release of Personnel Files*; 2-37, *Personnel Records*.

**Q:** Joaquin notices that his Human Resources manager sometimes forgets employee files in the copier. Joaquin is concerned about his colleagues' privacy, but he isn't sure how to handle the situation. What should he do?

**A:** We share a responsibility to protect each other's privacy. Confidential employee records should always be safeguarded. Joaquin should return the files to his Human Resources manager without looking at their contents. When doing so, Joaquin should also have a conversation with his HR manager about his concerns. If he is not comfortable doing so, or the problem continues, Joaquin should report the problem to the Chief Human Resources Officer.

## We Act In Our Company's Best Interests

As Hertz employees, officers and directors, we have a personal stake in seeing our Company succeed. It is important to us that we act in our Company's best interests at all times and avoid conflicts of interest. "Conflicts of interest" occur when our personal interests interfere with our ability to make objective decisions for Hertz. Even if our competitors are doing it, or it is deemed an acceptable business practice in a given country, we must avoid conflict of interest situations—or even the appearance of them. Always use sound business judgment when performing your duties for Hertz. When in doubt, seek advice from the Law Department.

### *We do not allow gifts and entertainment to improperly influence our judgment*

Business gifts and entertainment are courtesies frequently used to build corporate goodwill between Hertz and our business partners. Often, these courtesies are appropriate. However, a conflict of interest may arise if these courtesies suggest that favorable treatment was sought by, received from or given to individuals or organizations that do business or seek to do business with Hertz. Our business decisions should be unbiased, and must be made based on the best interests of our Company. For that reason, both the giving and receipt of gifts and entertainment must be moderately scaled and infrequent. They must also be clearly intended to facilitate goodwill in our business relationships and not to influence the award of a particular piece of business.

Keep the following principles in mind to avoid a conflict of interest when receiving gifts:

- We may accept common courtesies (such as occasional meals and entertainment at sports, musical and theatrical events), but only to the extent usually associated with accepted business practices;

- It is never okay to accept a gift in cash or cash equivalents, including gift certificates or gift cards that may be used to purchase goods or services;
- No gift, favor or form of entertainment received should expose our Company or individuals within our Company to undue reputational risk if made public or to physical harm; and
- Gifts valued at over US \$250 or its equivalent must receive written approval from the recipient's immediate supervisor before they are accepted.

Nominal expenditures for gifts and entertainment may be made if they meet all of the following conditions:

- They are allowed under the policies of the recipient's organization;
- They are of sufficiently limited value, not given regularly to a recipient, are not given to influence the award of a particular piece of business, and in a form that will not be improperly construed as a bribe or payoff;
- They are accounted for properly in Hertz's books and records; and
- Gifts of cash and cash equivalents are always prohibited.

Remember that gifts to and entertainment of government officials are held to a much stricter standard than those set out in this section. For more information regarding gifts to and entertainment of government officials or employees, refer to the following sections of this Code:

- "We Follow Procedures for Working with Government Customers";
- "We Comply with Global Anti-Corruption Laws"; and
- "We Engage in Ethical Political and Charitable Activity."

For additional information, reference: 7-50, *Customer Loyalty Fund*; ES-07, *Managers Cash Fund*; W 1-10, *Reimbursement of Business Expenses*.

### *We do not allow personal relationships to improperly influence our judgment*

In order to avoid the appearance of favoritism, we may not supervise or make employment decisions about a family member. The employment of relatives is also not allowed if such employment would:

- Create a situation where one relative could affect the work of his or her relative in another position;
- Have the potential for causing an adverse impact on the work performance or working environment of either a relative or another employee; or
- Have the potential to affect business judgments or to compromise the confidentiality of business information.

Any of these situations would be considered a conflict of interest, but there is no restriction against relatives working together if none of the above-listed conditions result.

For additional information, reference: W2-18, *Employment of Relatives*.





*We do not allow outside employment to improperly influence our judgment*

Part of acting in Hertz's best interests means that we do not engage in any outside work that interferes with our ability to perform our duties for Hertz. It also means that we may not take an outside position with a supplier, business partner or competitor of Hertz. If you have taken up outside employment that may cause a conflict, or are considering doing so, disclose the situation to Human Resources immediately.

For additional information, reference: W 1-20, Consulting Services; 2-24, Employees Serving as Advisors or Consultants to the Federal Government.

*We do not take corporate opportunities for ourselves*

We all have a duty to our Company to advance its interests when the opportunity to do so arises. If we know of an opportunity that the Company may be interested in pursuing, we cannot personally or through a competing company take that opportunity for ourselves. For example, if we know of a business that wants to rent equipment or vehicles that Hertz offers, we cannot establish a competing company to supply the equipment or vehicles or do so ourselves. That is, employees are prohibited from competing with Hertz.

*We do not allow financial investments to improperly influence our judgment*

When family members or even very close personal friends have a significant financial interest in any organization that does (or intends to do) business with our Company or is in competition with Hertz, it may create a potential for a conflict of interest or the appearance of such a conflict. We must avoid making decisions that might be influenced by such a relationship. Family members include spouses, domestic partners, children, stepchildren, grandchildren, parents, stepparents, grandparents, siblings, in-laws and anyone living in your household and/or economically dependent upon you.

**Q:** Ines is having a slow day on the job in a local rental facility, and decides to see what kind of customer rental information she can access using some names of celebrities and politicians in the news. Since no one's around and she doesn't plan on doing anything with the information, it's alright for her to just look at it, isn't it?

**A:** No. We have a responsibility to respect and protect all of the information that is given to us during the course of our business. Our customers, suppliers, fellow employees and business partners trust us to protect their information, and we must take this trust seriously. Ines should not access information unless she has a direct need for it to carry out her job duties.

If you or a family member has a significant financial interest in such a business, you must disclose it in writing to your supervisor and to the Law Department prior to starting any discussions involving that organization and our Company with respect to the proposed business transaction.

**We Use Our Company's Assets and Information Appropriately**

We have all worked very hard to acquire our facilities, vehicles, information, reputation and goodwill with our customers. We owe it to ourselves as well as our shareholders to safeguard these assets against theft, damage, loss and misuse. We also must ensure that our assets are used appropriately and only for legitimate business purposes.

Internal communications as well as proprietary software programs are also assets that should be protected. We patent, copyright and trademark this intellectual property (IP). We also safeguard it through the proper use of our network and computer systems and by keeping confidential information secure. We also use our Company's confidential information—including marketing data, financial

results, operating data and information regarding potential, current or former employees and directors—only for business purposes. Keep in mind, your obligation to protect this information continues even after your employment ends.

For further information, reference: W1-113, Acquisition and Disclosure of Company Information; W1-41, Breaches of Security; W 1-75, Protection of Assets and Confidential Materials.

**We Make Proper Use of Company Computer Systems**

Our Company provides the computer hardware, such as desktops, laptops and other equipment necessary for us to do our jobs. These tools are Company property and should be used in connection with your responsibilities as a Hertz employee. While occasional use of Hertz technology systems for legitimate personal purposes (such as an email to a family member) is permitted, there are other uses

that are not. Hertz reserves the right to monitor your use of Company technology to ensure that it is used in connection with legitimate business purposes. Additionally, we are expected to use the Internet in an ethical manner, and not for recreational, unauthorized, illegal or immoral purposes, or to download any sexually suggestive or explicit material.

Also, take care when drafting emails, keeping in mind that electronic messages can be altered and forwarded without your consent. Exercise care whenever posting to blogs, social networking sites or chat rooms. Remember, your personal posts may be attributed to Hertz.

For further information, reference: W1-94, Public Internet, E-Mail and Electronic Communications Use; W1-113, Acquisition and Disclosure of Company Information.



## We Comply with the Laws Governing Public Companies



### We Maintain Honest and Accurate Books and Records

As a publicly-traded company, our shareholders rely on us to maintain accurate records and to submit full, fair, timely and understandable financial disclosures to relevant government agencies and regulatory bodies. Every transaction that we record in our daily business contributes to the overall picture of Hertz's financial status, so it is crucial that we are accurate in all of our ledgers, reports, invoices and receipts. We can ensure utmost honesty in these records by following Company policies and procedures, as well as the laws and regulations that govern our financial accounting and reporting.

As important as it is to enter only accurate and truthful information into our records, it is just as important that we maintain these records properly. We do this by following our *Record Retention and Management Program*, which addresses the length of time we must keep certain types of records, as well as proper maintenance, disposal and destruction procedures.

From time to time, we may be informed that our records are necessary for an internal or external audit, investigation, government inquiry or litigation. If this happens, we must inform the Finance Business Partner and cooperate. We must never destroy, alter or attempt to conceal any records in our possession. Interfering with an audit, investigation, or litigation is against Company policy and the law, and can lead to serious consequences for the individuals involved and our Company.

For additional information, reference: WH1-21, *External Financial Reporting Certification Process*; W1-83, *Audit Reports and Corrective Actions*; W1-06, *Record Retention and Management Program*.

### We Never Trade On Inside Information

As Hertz employees and directors, we may occasionally be aware of material, nonpublic information about our Company or other publicly-traded companies with which we do business.

Examples of such information include:

- Development of a major new product or line of business;

**Q:** *Sofie has access to Company systems that control customer order information. One morning her manager tells her to change customer rental dates in the system so the sales seem like they were made in March rather than April. This will increase March's sales results, which were less than projected. Should she follow her manager's directions in this case?*

**A:** No. We must always enter accurate order dates and may never enter dishonest information into company records. Recording correct information is critical to protecting the accuracy of our Company's financial statements. Sofie should report her manager's improper instructions to the Finance Business Partner or Chief Financial Officer immediately.

- Unannounced mergers or acquisitions;
- Significant changes in senior management;
- Pending or threatened litigation; or
- Nonpublic financial results.

This type of information is "inside information," or information that is not available to the public and would be valuable to an investor in deciding whether to purchase or sell a company's securities (shares of its stock). Information is considered public only after it has been publicly disclosed and a reasonable amount of time has passed for the information to be absorbed by the marketplace. A "reasonable amount of time" is typically 48 hours.

Using inside information to decide whether to buy or sell a stock is known as "insider trading" and is illegal. It is also illegal to provide inside information to (or "tip") others—including friends and family—so that they may benefit financially. If you have any question about whether the information you possess is material or nonpublic, do not trade on that information. Instead, seek guidance from the General Counsel. The consequences for violating insider trading laws are severe, and punishment may include fines and imprisonment, as well as termination of employment.

**Q:** *Omar, who works in Hertz's Human Resources Department, has been asked by his manager to review a report on the HR practices of a European car rental company that Hertz is in the process of acquiring. Omar learns from the report that the size and location of the European company will give Hertz a very strong advantage over competitors in the region. The report also includes the future date that Hertz plans to announce publicly the acquisition. Omar's father owns Hertz stock, and later that week at a family dinner he asks Omar if he should sell or hold onto his Hertz shares. How should Omar respond, knowing that the pending acquisition might strengthen Hertz's business?*

**A:** Omar should explain to his father that, as a Hertz employee, he cannot give investment advice about our Company. Even though Omar would have good intentions telling his father to hold onto his Hertz shares, it is unethical and illegal for Omar to do so, or ever to reveal or act on material, nonpublic information.

For further information, reference: W1-112, *Insider Trading Policy*.

### We Communicate with One Voice

It is crucial for us to communicate as one Hertz. Contradictions and inconsistencies confuse the public and present a distorted picture of our Company and its goals. Therefore, only designated spokespersons are authorized to speak on behalf of Hertz, including through social media. If you receive an inquiry from a member of the media, refer them to the Public Affairs Department. Inquiries from analysts should be referred to the Investor Relations Department.

For further information, reference: W1-113, *Acquisition and Disclosure of Company Information*; W1-15, *Review and Approval of Advertising and Promotional Activities*.



## We Engage In Proper Business Practices and Protect the Environment

### We Comply with Global Anti-Corruption Laws

Anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010, prohibit the payment of bribes around the world. For this reason, it is crucial that we do not offer, authorize, give or promise any form of bribe or kickback, particularly to any government officials. "Government officials" include national or local government employees, political candidates or even employees of government-owned businesses.

To be clear, a "bribe" is anything of value—such as cash, favors or entertainment—used to influence a person's judgment or conduct. The UK Bribery Act also classifies as a bribe any "facilitating" or "grease" payment made to a government official (as opposed to a payment to a government agency) in exchange for a routine governmental service, like issuing a permit. Hertz has a simple policy: we do not bribe.

We cannot attempt to bypass anti-corruption laws by hiring third parties to do something we are not allowed to do ourselves. Remember, Hertz's agents and consultants are held to the same rules as Hertz employees, officers and directors. Our Company may be liable for a bribe made to a private party or government official by a third party on Hertz's behalf.

The consequences for violating anti-corruption laws are severe. They include fines to the individual who makes the payment, as well as our Company. Consequences may also include jail time for the individual making the bribe. You should also know that Hertz is prohibited from paying or reimbursing you for a fine imposed under anti-corruption

laws. For further guidance, consult with the Law Department. In addition, educational materials pertaining to anti-corruption laws are available on the Law Department's intranet site.

### We Follow International Trade Laws

Our operations span the globe, which means we abide by the laws of international trade. These laws strictly regulate exports from the United States and, in some cases, overseas. "Exports" occur when products, technologies, software or pieces of technical information are shipped to a person in another country. Exports may also occur when technology, technical information or software is provided in any way—including verbally—to a non-U.S. citizen located either in the United States or another country. Export regulations determine whether a product or technology may be exported. This depends on the nature of the item, the country of destination and the end use or end user. In some cases, the U.S. government bans all trade. In other instances, it requires an export license.

Keep in mind that exporting goods or technology without the appropriate approvals may result in Hertz losing its export privileges. It could also mean both civil and criminal penalties for the individuals involved. When you work on a matter where you believe international trade laws might apply, you should consult the Law Department.



17 Hertz - Code of Conduct

### We Do Not Participate In Unapproved Boycotts and Sanctions

Under U.S. anti-boycott laws, we must not participate in or cooperate with any international boycott not approved by the U.S. government. A "boycott" occurs when one person, group or country refuses to do business with certain persons, groups or countries. At Hertz, we follow U.S. anti-boycott laws wherever we are located. In addition, our Company complies with all legal economic sanctions and trade embargoes imposed or approved by the United States.

If you receive a request to participate in an illegal boycott, you have a legal and ethical obligation to report it to the General Counsel. You may not simply ignore such requests—that course of action is not sufficient and is often treated in the same way as if you had agreed to it. Requests to participate in

boycotts are often not obvious. Such requests may be written or spoken, often appearing in bid or proposal materials from a country that supports the boycott. For example, requests to identify the religion or national origin of an employee, officer or director may be construed to be a boycott and should be reported to the General Counsel.

Like many international laws, U.S. anti-boycott laws and similar laws put in place by other countries can be complex. If you have any questions about a boycott situation, you should consult the Law Department in Park Ridge.

### We Support Fair Employment Practices

We strive to be a positive presence in the communities where we work. We follow applicable labor laws and promote human rights wherever possible. This means that we do not knowingly

engage with suppliers or other third parties that violate labor or human rights laws.

For further information, reference: 2-38, Fair Labor Standards Act of 1938 (Wage and Hour Law).

### We Protect Our Environment

Hertz is committed to minimizing the impact of our operations on the environment by employing sound environmental and sustainable practices. We operate our locations consistent with applicable environmental and safety laws and regulations, as well as Company policies and procedures. We show our respect for the environment by working to minimize any environmental hazards. We also work to conserve and protect natural resources, and to manage our energy usage.

References: W11-01, Environmental Policy.

### We Engage In Ethical Political and Charitable Activity

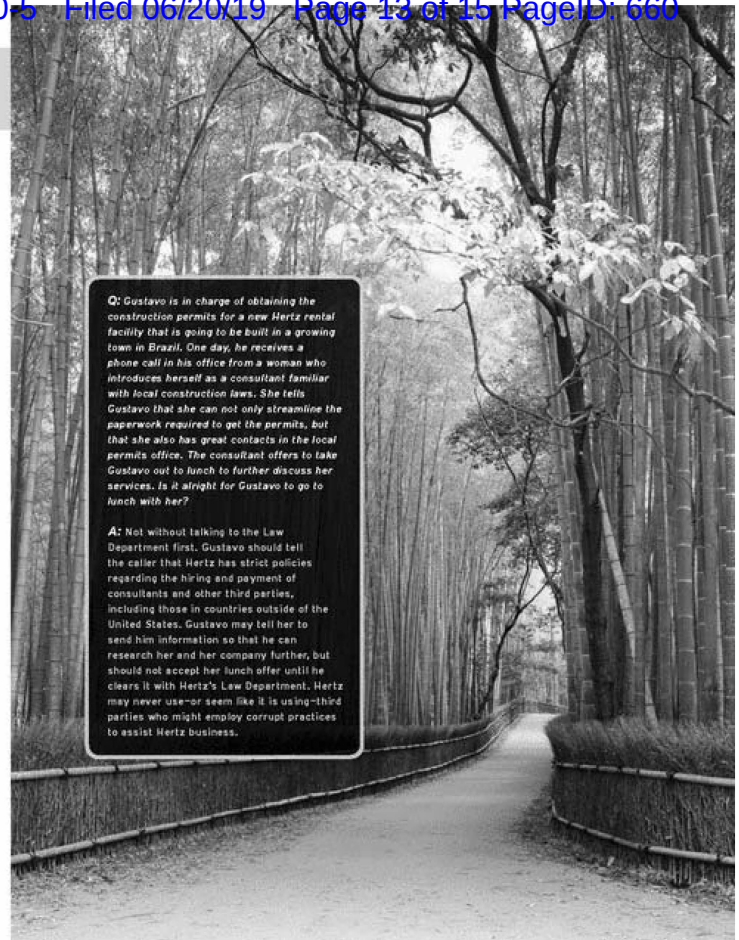
While we are encouraged to become actively involved in the communities where we live and work, we must do so ethically. This means that we do not engage in community, volunteer, political or charitable activities in connection with Hertz's name or using Company resources, without the prior approval of the Corporate Affairs and Communications Department. You should not feel pressured or be led to believe that your position at Hertz (or chance of future advancement) is related in any way to your support of charitable causes.

Hertz supports free and open elections in countries where this is customary. We are encouraged to give our personal time and funds to support the candidates of our choice. Please note that we should exercise good judgment in our participation in these types of activities and never make a personal political contribution for the purpose of obtaining or retaining business, or securing some commercial advantage on behalf of Hertz. Again, we cannot use Company resources or the Hertz name for contributions to or involvement in political activities without permission from the Corporate Affairs and Communications Department.

At times, we may be involved in lobbying. "Lobbying" covers many types of direct or indirect communications with government officials. Such communication is meant to advocate and influence policies or actions, the award of business by a governmental entity or the official acts of a government official.

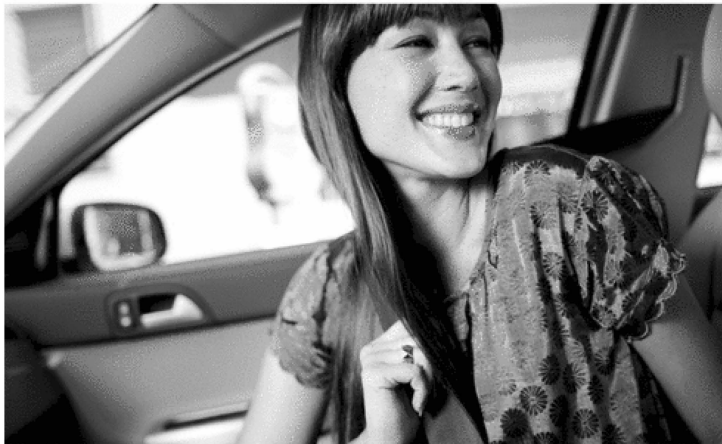
Before engaging in lobbying, you must obtain approval from the Senior Vice President, Corporate Affairs and Communications.

References: W1-26, Charitable Contributions; WH 1-84, Lawyer, Lobbyist and Settlement Payments.



**Q:** Gustavo is in charge of obtaining the construction permits for a new Hertz rental facility that is going to be built in a growing town in Brazil. One day, he receives a phone call in his office from a woman who introduces herself as a consultant familiar with local construction laws. She tells Gustavo that she can not only streamline the paperwork required to get the permits, but that she also has great contacts in the local permits office. The consultant offers to take Gustavo out to lunch to further discuss her services. Is it alright for Gustavo to go to lunch with her?

**A:** Not without talking to the Law Department first. Gustavo should tell the caller that Hertz has strict policies regarding the hiring and payment of consultants and other third parties, including those in countries outside of the United States. Gustavo may tell her to send him information so that he can research her and her company further, but should not accept her lunch offer until he clears it with Hertz's Law Department. Hertz may never use—or seem like it is using—third parties who might employ corrupt practices to assist Hertz business.



**Q:** Grace is an automotive technician working in an in-house Hertz maintenance facility. Lately she has noticed that some of her coworkers have disposed of dirty engine oil by pouring it down a nearby storm drain. Grace knows this is wrong, but is worried that if she says something to her manager about the problem, her coworkers might start to act negatively towards her. What should she do?

**A:** Grace must report what has happened. If you have a spill or release anywhere in North America, immediately contact the Company's spill response contractor, CURA, at 800-579-2872. A representative will be available 24 hours a day, seven days a week. CURA will contact the appropriate state agency and will arrange for a contractor to come on site to take care of the spill. It is important that CURA be contacted immediately. Most states will assess significant fines if they believe that there was a delay in reporting. After contacting CURA, Grace must notify the Environmental Department at 201-307-2547.

## Index of Hotline Numbers

United States, Puerto Rico  
and St. Thomas  
Telephone: 1-866-623-1479  
Online: <https://www.compliance-helpline.com/Hertz.jsp>

Brazil  
Telephone: 0800 982 1750

Canada  
011 800 7233 2255

Japan  
010 800 7233 2255

Republic of Ireland  
1 800 812 740

Singapore  
+800 7233 2255

Slovakia  
0800 004 996

United Kingdom  
0800 915 1571

All other employees:  
00800 7233 2255



21 Hertz - Code of Conduct

## Acknowledgment and Certification

By signing below, I acknowledge that I have received my copy of the Hertz Standards of Business Conduct ("Code"). I understand that I am responsible for knowing and following the principles and standards set forth in our Code.

I further acknowledge and agree that the Code is intended to provide a general overview of Hertz's policies. It does not necessarily represent all such policies and practices in effect at any particular time. I certify that I will comply with the Code, written procedures, policies, practices, rules, regulations or directives issued by Hertz.

I understand that I should contact any of the appropriate resources listed in this Code if I have any questions, or witness any behavior or situation concerning Hertz. I also understand that I have a responsibility to report any violations of our Code to an appropriate resource immediately.

Finally, I understand that failure to follow our Code may result in disciplinary action, up to and including termination.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Employee Identification Number

\_\_\_\_\_  
Employee Signature



22



22 Hertz - Code of Conduct



®Reg. U.S. Pat. Off. ©2011 Hertz System, Inc.

**Hertz®**

# Exhibit D



## **Amended and Restated Compensation Recovery Policy**

**Adopted February 19, 2014**

### **Replacement of Original Policy**

On November 12, 2009, the Boards of Directors of Hertz Global Holdings, Inc. (“Hertz Holdings”) and The Hertz Corporation (“Hertz”) adopted a compensation recovery policy (the “Original Policy”) that became effective as of January 1, 2010.

The Boards of Directors of Hertz Global Holdings, Inc. and The Hertz Corporation have adopted this Amended and Restated Compensation Recovery Policy (this “Policy”) to amend and restate in its entirety and replace the Original Policy effective on and as of February 20, 2014. This Policy governs and is effective with respect to any annual incentive, long-term incentive, equity-based award or other performance-based award granted or paid by the Company on or after February 20, 2014.

Notwithstanding the amendment, restatement and replacement of the Original Policy, the Original Policy governs the repayment or forfeiture of Covered Incentive Compensation (as defined in the Original Policy) granted and paid to any “executive officer” (as defined in the Original Policy) prior to February 20, 2014.

### **Amended and Restated Policy**

Each employee of Hertz Holdings, Hertz and their respective subsidiaries (collectively, the “Company”) that has the title of Director or any current or future title of substantially similar status and each employee with a title senior to such title (each, an “Covered Employee”) at the time of grant or payment to such employee of any annual incentive, long-term incentive, equity-based award or other performance-based award (collectively, “Covered Incentive Compensation”) shall repay to the Company or forfeit, as directed by the Compensation Committees of the Boards of Directors of Hertz Holdings and Hertz (together, the “Compensation Committee”), to the extent permitted by law, any Covered Incentive Compensation received by him or her if:

- The payment, grant or vesting of such Covered Incentive Compensation was based on the achievement of financial results that were the subject of a restatement of the Company's financial statements, as filed with the Securities and Exchange Commission;
- The need for the restatement was identified within three (3) years after the date of the first public issuance or filing of the financial results that were subsequently restated;
- The Compensation Committee determines in its sole discretion, exercised in good faith, that the Covered Employee's gross negligence, fraud or willful misconduct caused or contributed to the need for the restatement; and

- The Compensation Committee determines in its sole discretion that it is in the best interests of the Company and the stockholders of Hertz Global Holdings, Inc. for the Covered Employee to repay or forfeit all or any portion of the Covered Incentive Compensation.

In addition, if the Compensation Committee determines that this Policy applies to an individual who was an Covered Employee of the Company at the time of grant or payment of such Covered Incentive Compensation, then in addition to the above provisions, the Covered Employee shall, as directed by the Compensation Committee, to the extent permitted by law: (i) forfeit any outstanding equity-based awards granted during the period following the publication of the financials that were subsequently restated; and (ii) repay the amount received upon the settlement, or any gains realized upon the exercise, of any equity-based awards or other awards.

The Company may, to the extent permitted by law, enforce an Covered Employee's repayment obligation under this Policy by reducing any amounts that may be owing from time-to-time by the Company or an affiliate to the Covered Employee, whether as wages, severance, vacation pay or in the form of any other benefit or for any other reason.

The Compensation Committee shall have full and final authority to make all determinations under this Policy, including, without limitation, whether an employee is deemed an Covered Employee, whether this Policy applies to an Covered Employee with respect to a restatement and if so, the amount and type of compensation to be repaid or forfeited by the Covered Employee. All determinations and decisions made by the Compensation Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company, its affiliates, its stockholders and employees.

From and after February 20, 2014, each award agreement or other document setting forth the terms and conditions of any Covered Incentive Compensation granted to an Covered Employee shall include a provision incorporating the requirements of this Policy with respect to such award. The remedy specified in this policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company.



# Exhibit E



# HERTZ

## STANDARDS OF BUSINESS CONDUCT





## A MESSAGE FROM OUR CEO

---

Dear colleagues,

At Hertz, we're committed to offering the best products and services to our customers. It's a goal we all share, and we take it very seriously.

But that isn't the only commitment we share. We also have a shared responsibility to act with integrity and make ethical decisions at all times. We do business the right way, every day, in all our locations. This isn't just about following the law—it's about doing the right thing.

It's not always easy to know how to handle every tricky situation we might run into. Fortunately, we can refer to our Standards of Business Conduct (or "Code") when we need help. Our Code applies to Hertz's employees, officers and directors. It lays out the principles that should guide all of our actions—integrity, respect and responsibility—as well as information about the laws we need to follow.

Our Code can't anticipate every problem you might encounter. Fortunately, there are many other resources you can turn to with questions and concerns. You can find a list of these resources in the Asking for Help and Reporting Concerns section of the Code. As that section explains, you can always speak to your manager or make a report (anonymously where allowed by local law) to the Compliance Hotline. No one at Hertz will ever face retaliation for making a good faith report or asking a question.

I truly believe that each and every person at Hertz adds to our business' success and our culture of integrity. It's up to all of us to do the right thing and to ask questions if we're unsure what to do. Remember: when it comes to ethics, you're in the driver's seat!

Sincerely,

Kathryn V. Marinello

*President and CEO*

“ This isn't just about following the law—it's about **doing the right thing.** ”



dollar.™

*Thrifty*®

*Firefly*®  
CAR RENTAL

••• DONLEN  
A Hertz Company

The Hertz Standards of Business Conduct do not prohibit, limit or contradict employees' legal rights, including the right to initiate or participate in governmental investigations. Employees can initiate an investigation or make reports or disclosures protected under federal law without notifying Hertz or receiving authorization from the Company.

# TABLE OF CONTENTS

---

A MESSAGE FROM OUR CEO.....	2
INTRODUCTION.....	6
About Our Code.....	7
Our Code Applies Across The Globe.....	8
Additional Expectations Of Our Managers.....	8
Asking For Help And Reporting Concerns.....	8
Investigations And Discipline.....	10
FUELING OUR RELATIONSHIPS WITH EACH OTHER.....	11
Respecting Others In The Workplace.....	12
Ensuring Workplace Health And Safety.....	14
Upholding Fair Working Conditions.....	15
Protecting Employee Personal Information.....	15
FUELING OUR RELATIONSHIPS WITH OUR CUSTOMERS AND BUSINESS PARTNERS.....	16
Offering Unparalleled Customer Service.....	17
Dealing Fairly With Others.....	18
Protecting Third Party Information.....	19
Working With The Government.....	20
FUELING OUR RELATIONSHIPS WITH OUR INVESTORS.....	21
Avoiding Conflicts Of Interest.....	22
Protecting Company Assets.....	27
Keeping Accurate Books And Records.....	29
Avoiding Insider Trading.....	30
FUELING OUR RELATIONSHIPS WITH OUR COMMUNITIES.....	31
Competing With Integrity.....	32
Avoiding Bribery And Corruption.....	33
Following International Trade Laws.....	35
Getting Involved And Giving Back.....	36
Speaking About Our Company.....	36
Looking Out For The Environment.....	37
Anti-Money Laundering.....	37
INDEX OF HOTLINE NUMBERS.....	38









# HERTZ

## INTRODUCTION

# ABOUT OUR CODE

At The Hertz Corporation (“Hertz” or “our Company”), acting ethically is part of our DNA—it is who we are, and it is what our customers expect from us at every turn. In order to make good decisions, it is important that we have guidance to follow when we are unsure of the right way to act. Our Standards of Business Conduct (also known as our “Code”) serves as our guide, helping us understand common risks our Company faces and how we should respond to them.

Our Code applies to all of us—employees, officers and directors. By following its principles, we are able to uphold the commitments we have made to our Company’s stakeholders, including each other, our customers, our investors, our business partners and the communities where we do business.

The obligation to follow our Code does not end there, however. We expect the third parties we work with to follow similar principles, including our suppliers, agents, business partners, contractors and licensees or franchisees. This helps ensure Hertz’s continued success, excellence and integrity.





## OUR CODE APPLIES ACROSS THE GLOBE

Hertz's business spans the globe, as does our commitment to acting ethically and fairly. Regardless of where we do business, we must uphold our Code's principles, all Company policies and procedures and any laws and regulations that apply to our work. When local laws, regulations or practices are less restrictive than our Code, we must follow the guidance in our Code.

## ADDITIONAL EXPECTATIONS OF OUR MANAGERS

Although our Code applies to each of us regardless of the work we do for Hertz, managers have additional responsibilities for demonstrating our Company's values and upholding our commitment to ethics. Managers serve as leaders in our Company. Accordingly, they are expected to be role models for ethical conduct and integrity. This means that managers must:

- Help maintain an ethical culture and foster a positive, open door work environment
- Encourage employees to ask questions and raise concerns when something does not seem right
- Address reports and questions appropriately, escalating them as needed
- Complete training on the Code and our policies, as required
- Keep an eye out for potential misconduct

If you are a manager and need help handling an ethics or compliance question or concern, you can seek advice from any of the resources listed in Asking for Help and Reporting Concerns.

## ASKING FOR HELP AND REPORTING CONCERNS

By reporting questions or concerns, you help Hertz maintain a strong ethical culture and ensure our Company's business success. There are many resources you can contact if you have questions, but, as long as you are comfortable doing so, speaking with your manager or another manager you trust is likely the best place to start. Otherwise, you may contact:

- The Compliance Department in Estero
- The Law Department in Estero or Uxbridge
- A Human Resources Business Partner
- A Compliance Ambassador
- Our Compliance Hotline

Our Compliance Hotline is a third-party service that is available 24 hours a day, seven days a week. To find the phone number for the Compliance Hotline for your country, turn to the index of hotline numbers at the end of the Code or visit the [Compliance website](#) on the Hertz intranet. If you work in the United States or its territories, you can also submit a report online by visiting our [EthicsPoint reporting site](#). Where allowed by local law, you may report anonymously—but please keep in mind that our Company is better able to investigate your concern if you disclose your identity.

## OUR COMPLIANCE AMBASSADOR PROGRAM

Our Company strives to create an environment where everyone feels comfortable speaking up, particularly about workplace compliance and ethics concerns. To uphold this culture of openness and integrity, Hertz developed the Compliance Ambassador Program. Compliance Ambassadors provide an additional avenue of communication for questions and concerns, and they help employees better integrate compliance practices into Hertz's business operations.

Hertz's Compliance Ambassadors are expected to promote a values-based culture of integrity and to encourage their fellow employees to disclose and discuss ethical dilemmas—including any conduct that seems inconsistent with Hertz's policies, practices, values and standards—without fear of retaliation. Compliance Ambassadors will provide guidance to resolve conflicts or refer employees to the appropriate resource.

The Compliance Ambassador Program is designed to supplement more formal channels for resolving compliance issues, not to replace them. If you don't feel comfortable approaching a Compliance Ambassador, or if you feel you need more specific guidance, you can always contact another resource.



## OUR COMMITMENT TO NON-RETALIATION

Regardless of the resource you contact, Hertz takes all reports seriously and never tolerates retaliation for making a good faith report or participating in an investigation. Making a good faith report means that you provide all the information you have about the situation and that you believe your report is true—even if it might later turn out that you were mistaken.

If you believe that you (or another employee) have suffered retaliation for making a good faith report, report the incident right away to any of the resources listed in Asking for Help and Reporting Concerns. Anyone who engages in retaliation based on a good faith report will be subject to disciplinary action, up to and including termination of employment.

For more information, reference [W1-122 Whistleblower Policy](#) and [W2-29 Employment and Equal Opportunity](#).

## INVESTIGATIONS AND DISCIPLINE

As part of our commitment to acting honestly, ethically and fairly, Hertz is committed to investigating all reports of misconduct. When an investigation reveals that there has been a violation of our Code, the individuals involved will be subject to discipline, up to and including termination of employment. At Hertz, we have zero tolerance for acts of misconduct, and anyone who violates our Code may also be subject to legal action, depending on the situation.

### QUESTION

Ahmed recently spoke to Human Resources about some inappropriate jokes that his manager, Samir, was telling in the break room. Samir stopped telling the jokes, but he has also been treating Ahmed differently. Ahmed noticed that he isn't being assigned interesting projects anymore, and Samir is much more critical of his work. At his latest performance review, Samir even told Ahmed that he might not be able to advance in the Company because he takes everything so seriously. Ahmed was shocked. What should he do?

### ANSWER

It's possible Ahmed is experiencing retaliation because of his report—and this type of behavior is never tolerated at Hertz. He should speak to one of the resources listed in our Code about Samir's behavior. Hertz takes all reports of retaliation seriously. We can all feel comfortable reporting an issue that we believe may be a violation of our Code, Company policy or the law.



**FUELING OUR  
RELATIONSHIPS  
WITH EACH OTHER**



## RESPECTING OTHERS IN THE WORKPLACE

Our Company is built on a foundation of respect, where we value one another's contributions and collaborate in a culture of openness and trust. In order to maintain this foundation, we all have a responsibility to treat each other respectfully in the workplace. Since Hertz's employees come from a variety of different backgrounds—which gives us a competitive advantage—we must respect each other's backgrounds, perspectives and experiences. This means maintaining a workplace that is inclusive and free from unlawful discrimination and harassment.

**Discrimination** occurs when employment decisions are based on protected characteristics, instead of Company needs, job requirements and individual qualifications.

### THESE FACTORS CAN INCLUDE:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy)
- Age
- Disability
- Medical information
- Sexual orientation
- Gender identity
- Genetic information
- Marital or domestic partnership status
- Veteran or military status
- Any other characteristic protected by the laws or regulations in the locations where we operate





At Hertz, we are all judged on our abilities and qualifications, never our backgrounds or personal characteristics. This helps us build a workplace where everyone's contributions and experience are valued equally.

Like discrimination, **harassment** and **bullying** also have no place in our work environment. At Hertz, harassment is defined as conduct of a sexual nature or based on a protected characteristic that meets one or more of these criteria:

- It serves as the basis for an employment decision
- The inappropriate conduct must be tolerated as a term or condition of employment
- It interferes unreasonably with an employee's work performance
- The conduct creates an intimidating, hostile or offensive working environment

Harassment may take the form of words or physical acts, but also can include written materials, images and objects. Common examples of harassment include unwanted sexual advances and comments, threats of violence and offensive jokes or remarks. Bullying is repeated intimidating behavior, such as humiliating, insulting, intimidating or isolating others. Regardless of what form they take, harassment and bullying undermine our culture of openness and trust, and our Company won't tolerate them.

Discrimination, harassment and bullying are serious issues, and they can have a negative impact on our work environment. If you see or know about this type of behavior, report it immediately to any of the resources listed in Asking for Help and Reporting Concerns. You will not experience retaliation for making a report in good faith.

For more information, see [W2-29 Employment and Equal Opportunity](#).

## QUESTION

Claudia was recently hired as a Vehicle Services Attendant. Because she grew up in a foreign country, she speaks with a bit of an accent. Her coworkers make jokes about the way she speaks, sometimes even mocking her when they think she can't hear them. Claudia asked them to stop making these jokes, but they told her she needs to lighten up. It's starting to get on her nerves. What should she do?

## ANSWER

Claudia should speak to her manager or another resource identified in the Asking for Help and Reporting Concerns section of this Code about this issue. Repeatedly making jokes about a coworker's accent or manner of speaking doesn't create a respectful workplace, and it may very well be unlawful harassment.

## ENSURING WORKPLACE HEALTH AND SAFETY

In order to perform to our fullest potential and produce outstanding results, we must have a safe work environment. This means that we must follow all applicable laws, regulations and Company policies and procedures related to workplace safety when we are performing our duties for Hertz. We should report unsafe conditions right away, so that they can be corrected promptly. Acts of violence, threats or horseplay are never acceptable in the workplace, and you should speak to your manager or Human Resources if you witness this type of behavior. If the situation involves an imminent threat to an employee or visitor, contact the local authorities first and then your location's security office (if applicable) and your manager.

Working under the influence of drugs or alcohol could also make our workplace unsafe for ourselves and others and make it difficult to perform our jobs to the best of our abilities. For this reason, our Company has a zero tolerance policy when it comes to possessing, distributing or conducting Company business or driving a Company vehicle while under the influence of drugs or alcohol. That includes illegal drugs as well as prescription drugs that could affect our ability to work safely. If you have concerns about how a prescription drug might be affecting your job performance, speak to your manager.

For additional information about workplace safety, refer to W1-90 Hertz Safety Program, 1-25 Occupational Safety and Act Requirements and W1-41 Breaches of Security, or talk to your manager.



## UPHOLDING FAIR WORKING CONDITIONS

No matter what our job is at Hertz, we all deserve fair working conditions. If your job responsibilities impact employment practices for other employees, make sure that your actions are in line with all applicable labor laws. All Hertz employees must be fairly compensated for their work, with wages that meet or exceed local requirements.

To maintain our Company's culture of integrity, we also have a responsibility to uphold human rights and stand firmly against human trafficking and forced or coerced labor. We must each do our part to provide a safe and healthy workplace for everyone we work with. In all of our locations, we provide working conditions, wages, and benefits that meet or exceed applicable laws. In addition, Hertz follows all child labor laws and supports the elimination of unlawful child labor and exploitation.

Further information can be found at 2-38, Hertz's Policy summarizing the general provisions of the Fair Labor Standards Act of 1938 (Wage and Hour Law).

## PROTECTING EMPLOYEE PERSONAL INFORMATION

For many of us, our job responsibilities provide us access to personal information about our coworkers. This may include date of birth, medical information, national identification number and home address. We must always safeguard this information, only using it for legitimate business purposes. Under no circumstances may we disclose this type of information to anyone who is not authorized to receive it or use employee personal information for our own gain or benefit. Doing so would be a breach of the trust we have in each other—and it would violate our commitment to ethics, integrity and respect.

If you have access to employee personal information, make sure to follow all applicable laws, regulations and Company policies when handling it. If you have questions about the right way to use employee personal information, contact a resource identified in the *Asking for Help and Reporting Concerns* section of this Code. Additional information can also be found in W1-113 Acquisition and Disclosure of Company Information and 2-37 Personnel Records.

**QUESTION** Dave works in Human Resources, and he noticed that Ashley, his friend in another department, recently changed her marital status to "divorced" in the Company database and removed her husband from her insurance coverage. He figures that this must be a hard time for her, so he plans to approach her in the breakroom and ask her how she's dealing with her divorce. Is that okay?

**ANSWER** No, it's not okay. Dave just wants to be a good friend, but he has a responsibility to use this information only for business purposes. He'll have to wait for Ashley to tell him about her divorce on her own. Even if we just want to be helpful, we have a responsibility to keep information about fellow employees confidential, only using it for business purposes.





**FUELING OUR  
RELATIONSHIPS**  
WITH OUR CUSTOMERS  
AND BUSINESS PARTNERS

# OFFERING UNPARALLELED CUSTOMER SERVICE

At Hertz, we strive to provide the best possible products and services to our customers. To accomplish this, we must always keep customers' best interests in mind. This means that we should treat our customers the same way we want to be treated—professionally and with respect. When a customer raises an issue, we need to respond promptly and courteously, working to resolve the issue quickly or refer it to the right person in our Company.

Likewise, our customers' safety is also a paramount concern. To keep our customers safe, we must comply with all manufacturer recalls and regular maintenance schedules related to our vehicles. This means we complete any needed repairs according to a recall's requirements and document them appropriately. Vehicles subject to recall may not be sold or rented unless the issue that prompted the recall has been addressed. Contact your manager if you have concerns about the safety of our vehicles and rental equipment or the quality of our services.

Just as we are all expected to uphold these safety standards, we have similar expectations of our suppliers. If your work involves overseeing a supplier, it is your responsibility to make sure that they match our commitment to customer service and safety. If you have concerns about a supplier, speak to a manager or any other resource listed in Asking for Help and Reporting Concerns.

For more information, see [7-55 Compliance with Manufacturer Recalls](#), [7-58 Handling Customer Complaints](#), [E3-12 Customer Relations](#), [AU1-98 Customer Relations](#), [WH1-68 Customer Contacts Between OKC & Foreign Hertz Offices](#) and [NZ1-98 Customer Services](#).

**QUESTION** Ian is a Customer Service Representative dealing with a rude customer who is insisting on renting a specific make and model of car. Ian knows that several of those cars are available—including one that was just returned and hasn't been cleaned yet. Ian decides to make the customer wait an extra half an hour, then gives her the dirty car as payback for her rudeness. Is this the right choice?

**ANSWER** Not at all. No matter how rude a customer is, we always want to provide the highest level of service to all of our customers. Ian should never have made this customer wait unnecessarily or given her a dirty car, regardless of how rude he felt she was. If he needed help dealing with this demanding customer, Ian should have asked his manager for assistance. We owe it to all of our customers to be polite, helpful and professional.

## DEALING FAIRLY WITH OTHERS

Being a good corporate citizen means that we deal fairly, ethically and honestly with our customers, competitors and business partners. We must represent our products and services accurately, and we never make dishonest statements about pricing, availability or any other aspect of our business. This means that our marketing and sales materials must be accurate and clear, and follow all related Company policy requirements. When we differentiate our products and services from our competitors', we must do so fairly, avoiding disparaging or untrue statements or misrepresentations.

For those of us whose job responsibilities include gathering information about our competitors, we must take care to use only legal, honest means. It is never appropriate to conceal your identity as a Hertz employee to collect competitive information. Likewise, you should not force or coerce anyone else to disclose competitive information. This includes new Hertz employees who may have worked for a competitor in the past—we may not pressure them to reveal any confidential information about their previous employer. If you believe that information about a competitor has been inadvertently disclosed or improperly acquired, contact the Chief Compliance Officer, or the Law Department in Estero or Uxbridge.

Additional information about this topic can be found in W1-15 Review and Approval of Advertising and Promotional Activities and W1-113 Acquisition and Disclosure of Company Information Procedure.



## PROTECTING THIRD PARTY INFORMATION

During the course of our employment with Hertz, we are likely to have access to information provided to us by a third party, such as a customer or business partner. We have a responsibility to safeguard this information just as we would the Company's. When our customers provide us with their personal information, we must protect it and use it appropriately for the purposes for which it was provided. We should never share this information with anyone who is not authorized to receive it or does not have a business reason to know it.

Similarly, we must protect any information provided to us by a business partner and use it appropriately. This commitment to protecting third party information extends to third party intellectual property, including software, inventions and trademarks. Use this information only as allowed and in line with any third party contractual agreement that is in place. If you are not sure of the right way to handle third party information, speak to your manager or another resource.

For more information, refer to W1-46 Privacy Policy, W1-75 Protection of Assets and Confidential Information and W1-113 Acquisition and Disclosure of Company Information.

## WORKING WITH THE GOVERNMENT

Part of Hertz's business includes relationships with government customers. For those of us whose work involves government contracts, we must ensure that we follow all contractual provisions and all applicable rules and regulations. We must submit true and correct claims for payment, making sure to promptly report any suspected fraud or contractual violations. All of our communications with government customers must always contain complete, factual and accurate information. In addition, our records of transactions related to government contracts must be detailed and accurate, and we should retain these records in accordance with our record retention program.

More information can be found in [W1-06 Record Retention and Management Program](#).



**FUELING OUR  
RELATIONSHIPS**  
WITH OUR INVESTORS

# AVOIDING CONFLICTS OF INTEREST

Acting with integrity is central to our Company's values, which we are expected to uphold each day. We act with integrity when we first take into account the best interests of our Company. This includes avoiding situations that could lead to a conflict of interest, or even merely the appearance of one. A conflict of interest is a situation where our personal interests might interfere with our ability to make objective decisions on behalf of Hertz. Although it is impossible to describe every situation that could cause a conflict of interest, some of the most common types are discussed below.

If you believe you may be involved in a conflict of interest—or even just a situation that could seem to be a conflict—contact our Law Department for advice right away.

## BUSINESS GIFTS

Exchanging modest gifts helps us build strong business relationships with customers and other business partners. However, lavish or frequent gifts can lead to actual or perceived conflicts of interest. Our Company defines gifts as anything offered or exchanged between a Hertz employee, officer or director (as well as their spouses, parents and children) and a vendor, which includes business partners or individuals seeking to do business with Hertz. Common examples of gifts include:

- Meals
- Drinks
- Entertainment
- Recreational activities (such as use of a boat, golf course or vacation property)
- Transportation
- Discounts
- Promotional items
- Equipment
- Any other item of value

When giving or receiving gifts, remember that it is never acceptable to offer or accept cash, cash equivalents (such as gift cards) or illegal or offensive gifts. Keep the following guidelines in mind when giving or receiving business gifts:

- Ensure the gift is for a legitimate business purpose
- Do not offer or accept a gift with a value over \$75 (or its equivalent) without prior written approval from our Chief Compliance Officer, General Counsel or a member of the Compliance Team within the Law Department
- Make sure that the gift is allowed under the policies of the recipient's organization



In addition, we must be certain to complete and submit a Gift Form (available on Hertz's intranet) upon receipt of a gift from a vendor or potential vendor that has a value greater than \$75 (or its equivalent).

It's important to remember that business gifts are a way to build relationships with people we work with—not a way to obtain business deals. If you believe that you have received a gift with the understanding that you will provide something in return, do not accept it, as it could be considered a bribe. Instead, report the situation to the Chief Compliance Officer, the General Counsel or a member of the Compliance Team within the Law Department. More information on bribery can be found in *Avoiding Bribery and Corruption*.

It's common to accept an invitation to a meal or entertainment event with a vendor or potential vendor in the course of doing business—but we must ensure that these business courtesies are always modest and appropriate. If you are invited to a meal or entertainment event, notify your manager before attending. To avoid any appearance of impropriety, we must pay our own share of any business meal if our share exceeds \$75, and we should seek prior approval before attending any entertainment valued at over \$75.

When working with government officials on Hertz's behalf, we need to follow more restrictive rules regarding business courtesies. Seek guidance before offering any gift to a government official, even if it is of nominal value. For more information about interacting with government officials, refer to the *Avoiding Bribery and Corruption and Working with the Government* sections of our Code, as well as our *W1-125 Gift Policy* and *W1-120 Hertz Anti-Bribery Policy*.

For additional information on business gifts and entertainment, check our [\*W1-125 Gift Policy\*](#), [\*7-50 Customer Loyalty Fund\*](#), [\*E5-07 Managers Cash Fund\*](#) and [\*W1-10 Reimbursement of Business Expenses\*](#). You can also speak to any of the resources listed in this section.

## QUESTION

Anton is a Territory Sales Representative for Hertz, and his contact at a major client sent him a holiday gift basket that has a value of more than \$75. Can he accept it?

## ANSWER

Anton needs to be careful. Any gift we accept from a current or prospective business partner needs to be modest—valued at no more than \$75—and appropriate. Anton should not accept the gift without getting prior written approval from the Chief Compliance Officer, the General Counsel or a member of the Compliance Team within the Law Department. Even if Anton gets approval, he will also need to complete a Gift Form. If Anton doesn't get approval for the gift, he will have to return it. If returning the gift would be rude, Anton should contact the Chief Compliance Officer, the General Counsel or a member of the Compliance Team within the Law Department to discuss further.

## OUTSIDE EMPLOYMENT

As Hertz employees, our commitment to excellence and responsibility means that our first and foremost professional obligation must always be to our Company. We may hold outside employment that does not interfere with our duties for Hertz, so long as we do not work for a supplier, business partner or competitor. However, we should never use Hertz's time or resources to do work for an outside job. If you have questions about whether your outside employment poses a conflict, please contact Human Resources for guidance right away.

For additional information, see W-120 Consulting Services and 2-24 Employees Serving as Advisors or Consultants to the Federal Government. You can also speak to your manager if you have any concerns.

## WORKING WITH RELATIVES

Conflicts of interest can also arise when relatives work together. Our Company defines relatives as anyone related to us by blood or marriage, such as:

### SUCH AS:

- Spouses and domestic partners
- Parents
- Children or stepchildren
- Siblings and similar in-law relationships
- Aunts and uncles
- Nieces and nephews
- Anyone with a close personal relationship, even if they do not share the same household

It is generally okay for relatives to work for Hertz, as long as they do not supervise each other or affect each other's hiring process. However, some situations could lead to an actual or potential conflict of interest. Accordingly, relatives may not work for Hertz if:

- The relationship would affect either person's business judgement or compromise the confidentiality of Company information
- One relative would be able to impact the other's work performance or environment—or the performance or environment of a relative's coworker

If you believe you are experiencing a conflict of interest situation, disclose the situation to an individual identified in the *Asking for Help and Reporting Concerns* section of this Code. Our Company's senior management team must follow more stringent rules about working with family. These guidelines are outlined in W2-18 Employment of Relatives.

### QUESTION

Miguel is a Branch Manager at a busy Hertz location. He thinks that his niece, Alejandra, would be a great addition to his team as a Customer Services Representative. He trusts himself not to show any favoritism toward her, even though they are family. Can he hire Alejandra?

### ANSWER

No. At Hertz, we may never supervise a family member or friend. Even if Miguel thinks he would be able to treat Alejandra like any other employee, their relationship could at least create the appearance of favoritism, which could be detrimental to the workplace. To stay away from any possible conflict of interest, we should avoid this type of situation.

## OUTSIDE FINANCIAL INTERESTS

When we or our relatives hold a significant financial interest in a company that does business with Hertz (or intends to do business with Hertz), it can create a conflict of interest. We may find ourselves in a position to influence one company's business decisions to benefit the other. Accordingly, we should not become involved in any business decision relating to a company in which we or our relatives hold a significant financial interest. In general, we should avoid investing in companies Hertz does business with. If you or a relative have a financial interest that could create a conflict, promptly disclose it in writing to your manager and the Law Department. Speak to the Law Department if you have questions.





## CORPORATE OPPORTUNITIES

As Hertz employees, we are obligated to put our Company's interests ahead of our own in order to ensure that we continue to produce outstanding results. In the course of our work for Hertz, we may become aware of a business opportunity in which we are personally interested. However, we may not take advantage of the opportunity for ourselves until Hertz has evaluated it and decided not to pursue it. If you have questions, contact a resource listed in the *Asking for Help and Reporting Concerns* section of this Code.

# PROTECTING COMPANY ASSETS

Each day, we use a variety of Company assets to perform our job responsibilities and help Hertz remain an industry leader. These assets may vary depending on the work we do, but they generally include Company facilities, equipment, vehicles, supplies and funds. We must safeguard this property and use it only for the purposes for which it was provided. We have a responsibility to do our part to protect Company property from theft, damage, misuse or loss.

## QUESTION

Kamala works as a Lot Attendant, and it's a slow time for her branch right now. Her car is in the shop for a few days getting repaired. Can Kamala borrow one of Hertz's vehicles for free, as long as the Company wasn't going to rent it to a customer?

## ANSWER

No, Kamala can't borrow a Hertz vehicle, even if no one else was going to be using it. We need to use Company assets only for authorized purposes—never for personal benefit. If you are ever unsure about the right way to use Hertz property, check with your manager before taking action.

Many of us also use Hertz's information technology systems to complete our work. These commonly include computer hardware and software, electronic information resources and related network systems. We must use these assets wisely and follow all guidance related to network security protocols. This includes proper password security and understanding how to recognize phishing and other malicious attacks on our network. In general, we should use the Company's information technology systems only for business purposes. Limited personal use of these systems is permitted, so long as the use is ethical and in line with our Company's policies. However, we should always remember that voicemails, emails and files stored or transmitted using our information technology systems belong to Hertz. Our Company reserves the right to monitor, access and disclose information contained on these systems, in accordance with local law. Therefore, you should not have any expectation of privacy when using them.

Additional information can be found in [W1-94 Public Internet, E-Mail and Electronic Communications Use](#) and [W1-113 Acquisition and Disclosure of Company Information](#).

## QUESTION

Rita has trouble remembering all of her passwords for our network systems, so she writes them on a sticky note next to her keyboard. She doesn't work with any customers, and she figures that the only people who will see her passwords are other Hertz employees, so there's no harm. Is she right?

## ANSWER

Rita needs to think again. Not all Hertz employees have access to the same information; depending on her job responsibilities, Rita's passwords could give someone access to sensitive or confidential Company information. Rita should choose passwords that are more memorable or come up with a more secure way to store her passwords. We should never share our passwords for Hertz's computers or network systems with anyone else.

## COMPANY INFORMATION

One of our Company's most prized assets is its information that is generally not available to the public. At Hertz this is known as Company Information and includes confidential and proprietary information, as well as Inventions, such as creations, inventions, ideas, designs, copyrightable materials, trademarks and other technology and rights (and any related improvements or modifications), whether or not subject to patent or copyright protection. This information sets us apart from our competitors, and it is key to our Company's success. As such, we are expected to exercise care when handling Company Information. Do not disclose it to non-employees or outside organizations unless there is a confidentiality agreement in place or the recipient is required to keep the information confidential. Never use Company Information for personal benefit. Even after your employment with Hertz ends, you must still keep this information confidential.

Additional information can be found in W1-113 Acquisition and Disclosure of Company Information, W1-41 Breaches of Security and W1-75 Protection of Assets and Confidential Materials.

## SOCIAL MEDIA

We also must protect all Company information and avoid revealing details about our work and our Company in social media posts or other online activity. While Hertz does not limit our personal use of social media, it is important that we each use our best judgment while online. When posting your personal opinions online, be sure to state that you do not represent our Company. To avoid confusion, only authorized individuals may speak on our Company's behalf through social media channels.

Additional information can be found in W1-16 Social Media Policy, W1-94 Public Internet, E-Mail and Electronic Communications Use and W1-113 Acquisition and Disclosure of Company Information. You may also speak to your manager with questions and concerns.





## KEEPING ACCURATE BOOKS AND RECORDS

No matter what job we do for Hertz, we all create corporate records in connection with our work. These records include expense reports, time records and ledgers. Many times, information from these records is used to create our Company's financial disclosures. Because our Company and our investors rely on our records to make good financial decisions, we must always be certain that the records we create are complete, accurate and truthful.

Those of us who work on Hertz's financial disclosures hold special responsibilities. We must ensure that our Company's disclosures are full, fair, timely and understandable. When creating our Company's financial disclosures, we should always follow all related policies and procedures, as well as all related generally accepted accounting principles.

Just as we have to be forthright when creating Company records, we also need to make sure we follow our Company's policies and procedures when it comes to maintaining these records. Be sure to retain records for the period of time outlined in our *Record Retention and Management Program*, destroying or deleting them appropriately when that period has ended.

At times, you may receive a litigation hold notice, notifying you that some of your records may be relevant to an investigation, audit or litigation. You must always follow the guidance contained in the notice—never destroy, hide or conceal any records that are subject to the hold. If you receive a request for records from someone outside of Hertz, contact the Law Department in Estero or Uxbridge before responding.

For additional information about records management, speak to your manager or a member of the Law Department. You can also refer to *WH1-21 External Financial Reporting Certification Process*, *W1-83 Audit Reports and Corrective Actions* and *W1-06 Record Retention and Management Program*.

**QUESTION** Hannah, an Accountant at Hertz, is working on the Company's financial statements. Hertz was recently named in a lawsuit along with some other car rental companies. Hannah's manager told her to add a large litigation reserve to Hertz's financial statement. Hannah thinks that it will make the Company look bad, so she notes a smaller reserve on the statement. Is that okay?

**ANSWER** No, it's not okay. Hannah should record the litigation reserve as her manager instructed her to. We need to make sure that the Company's books are completely accurate and truthful. If you have any questions about how to record an item in Hertz's books, speak to your manager or another resource listed in the Asking for Help and Reporting Concerns section of our Code.



## AVOIDING INSIDER TRADING

During the course of our employment with Hertz, we may become aware of material non-public (or inside) information about our Company or another company. Information is considered material if a reasonable investor would likely consider it important when deciding to buy, sell or hold a company's stock. This information can be positive or negative, and commonly includes:

- Financial results, forecasts and plans
- Major personnel or management changes
- Significant lawsuits, disputes or government investigations
- New products, services or processes
- Possible acquisitions, dispositions, joint ventures and other major transactions
- The gain or loss of a significant customer or supplier

Information is generally considered non-public until it is publicly disclosed and a sufficient amount of time has passed for it to be absorbed by the marketplace—typically two full business days.

Our policies and the law prohibit us from trading a company's stock while we possess inside information about that company. It is also prohibited to “tip” inside information to family or friends, or even to coworkers who do not have a business need to know it. Doing so is a violation of insider trading laws and our Company's policies and could have serious consequences, even if we do not make a trade ourselves.

For more information, see [\*W1-112 Insider Trading Policy\*](#).

**QUESTION** Dominic, who manages a Hertz branch, has recently learned through his position that a very popular model of car is going to be recalled because of a major safety flaw. The manufacturer has not released this information to the public yet. Dominic knows that this will probably drive down the price of the car manufacturer's stock—and he also knows that his sister owns stock in that car company. Should he tell his sister about the recall, so she can make an informed decision about whether to sell the stock?

**ANSWER** No, Dominic can't share this information with his sister. Because the recall hasn't been widely announced yet, this qualifies as inside information, which Dominic has a responsibility to keep confidential. Even though he wants to help his sister, he must keep what he knows about the recall to himself. If you're not sure about the right way to handle inside information, don't guess—speak to someone identified in the Asking for Help and Reporting Concerns section of this Code.



**FUELING OUR  
RELATIONSHIPS**  
WITH OUR COMMUNITIES

# COMPETING WITH INTEGRITY

In the marketplace, we want to demonstrate excellence and win customers by being the best in our industry. While we strive to compete vigorously everywhere we do business, we must always abide by the competition laws that apply to our activities. Competition laws protect consumers by ensuring a fair marketplace that is free from restraints of trade. While these laws are complex, we can rely on a few general principles to guide our actions. We must refrain from entering into any agreement (formal or informal) with an actual or potential competitor or supplier that could improperly restrain trade, raise prices or reduce quality, innovation or consumer purchase options.

Discussing anti-competitive topics could have serious consequences. When speaking with competitors, suppliers or other business partners, do not discuss:

- Prices and price fixing
- Bid rigging
- Dividing or allocating markets, territories or customers
- Boycotting suppliers or customers
- Limits on products (vehicle fleet availability)
- Strategic, commercial or marketing information

Remember that it is unlawful to suggest anti-competitive activities—even if no action is taken as a result. At Hertz, our policy is to avoid any appearance of an agreement to restrain trade, as merely the perception of anti-competitive behavior could damage our reputation for integrity and fair business practices. In particular, we need to be especially careful when attending trade association events or other events with competitors, where the possibility for anti-competitive conversations is particularly high.

Competition laws keep the marketplace strong and innovative, leading to better products and services for our customers and communities. We have a responsibility to follow the letter and spirit of these laws. If you have questions about the right way to interact with our competitors, suppliers and business partners, speak to an individual identified in the *Asking for Help and Reporting Concerns* section of this Code.

## QUESTION

Stefan, a Hertz executive, is speaking with representatives from several other vehicle rental companies at a trade show. They all agree that small cars are much more popular rentals than they used to be. Marisol, a representative from Hertz's largest competitor, asks, "Why don't we all raise our rates on small cars? We'd all make more money." No one says anything, but a few other representatives nod in agreement. Should Stefan tell anyone about this conversation?

## ANSWER

Yes, Stefan should report this situation immediately to the Chief Compliance Officer or the Law Department in Estero or Uxbridge. Even if no one took any action based on what was said, just discussing anti-competitive topics may be against the law. To be sure that there is no appearance of anti-competitive behavior, report any such conversation as soon as possible.

## AVOIDING BRIBERY AND CORRUPTION

We keep our communities strong by doing business without bribery and corruption—it's a responsibility we take seriously everywhere we operate. Many countries have laws that forbid these types of unethical business practices, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Brazilian Clean Companies Act and the laws set by the French Anti-Corruption Agency. In order to comply with these laws and uphold our commitment to integrity, we may not offer, attempt to offer, authorize or promise any sort of bribe or kickback in order to obtain or retain an improper business advantage. A bribe is anything of value—including money, gifts, favors or entertainment—that could influence someone to award business or give any sort of improper advantage. A kickback is the return of a sum already paid (or due to be paid) as a reward for making or fostering business arrangements.

In all of our business dealings, we must avoid engaging in bribery and corruption, in order to uphold our commitment to integrity. However, we need to exercise particular caution when interacting with foreign government officials, such as:

- Anyone employed by or acting on behalf of a government or its departments, agencies or divisions
- Representatives of certain public international organizations
- Members of a royal family
- Individuals who work for state-owned enterprises, such as public universities, hospitals, utility companies or housing authorities



Offering a bribe to a government official can have very serious legal consequences for Hertz, and it could damage our reputation around the world. We have a responsibility to do business ethically, and that means never engaging in bribery or corruption.

In addition, we need to be cautious of facilitating payments. A facilitating payment is a payment to a government official, usually made in cash, in exchange for a routine government service—for example, setting up utility services. These payments may be customary in some countries where we do business, but they are considered to be bribes under the U.K. Bribery Act and the Brazilian Clean Companies Act. If you encounter a situation that you believe may require a facilitating payment you must immediately notify the Chief Compliance Officer and General Counsel in writing. You must not make any such payment without advance written approval from the Chief Compliance Officer or the General Counsel.

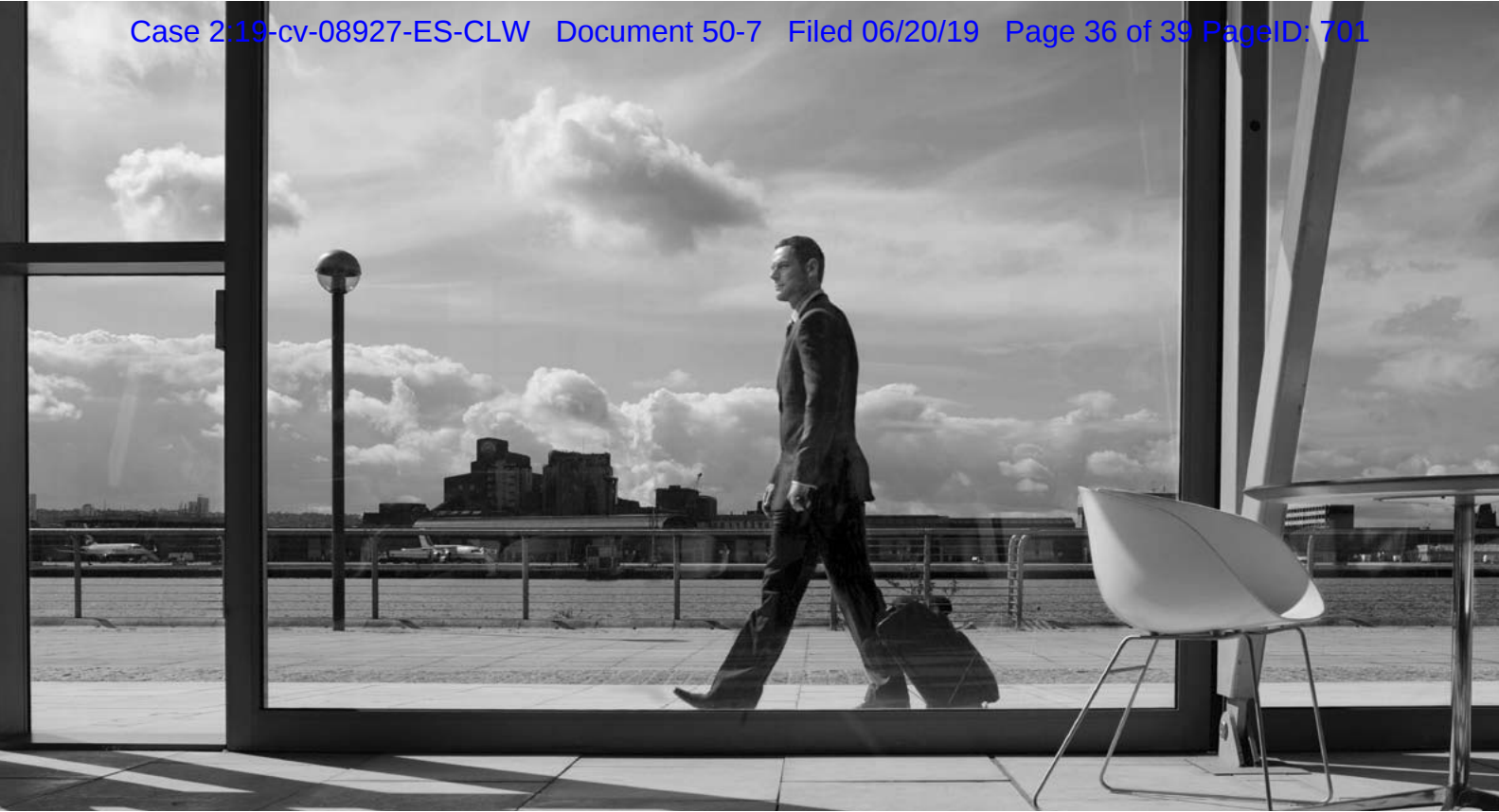
The consequences for violating bribery and corruption laws are severe, both for the individuals involved and for our Company. If you have been asked for a bribe, report the situation right away to the Chief Compliance Officer or the Law Department in Estero or Uxbridge. Remember that it's not just Hertz employees who must uphold our commitment to integrity—our business partners must also steer clear of bribery and unethical behavior.

Additional information can be found in [W1-120 Hertz Anti-Bribery Policy](#).

**QUESTION** Yong is opening a new Hertz branch in a rural area, and he needs to obtain a number of utility and zoning permits. He knows it's against Hertz's policy to offer a bribe to obtain the permits, but he needs them right away or the opening of the branch will be delayed. He figures it might be a good idea to offer jobs to family members of the local government officials in charge of issuing permits, in order to help speed things along. Is this the right thing to do?

**ANSWER** No, it's not the right thing at all. We must never offer anything of value—including a job—to foreign officials or members of their family. At Hertz, we want to do business legally and ethically, and that means avoiding bribes and even the appearance of impropriety.





## FOLLOWING INTERNATIONAL TRADE LAWS

We also owe it to our communities to follow all international trade laws that apply to us. These laws regulate the import and export of products, technologies, software and technical information to or from countries that are subject to trade controls. Export and import activity can take place in any location, and it can be either intangible (such as through email, discussions or presentations) or tangible (such as through the mail or by handing an item to someone).

If your work for Hertz involves import or export activities, you must know and follow the laws and regulations that apply to you. Do not ask a third party to export items to or import items from anyone we cannot trade with ourselves. Just as we are unable to trade with ineligible persons, entities or countries, we may not ask a third party to take part in this activity on our behalf.

Taking part in import or export activity without the appropriate government approvals can lead to the loss of our Company's import and export privileges, as well as civil and criminal penalties for the individuals involved and for Hertz. For guidance on export controls, please contact the Chief Compliance Officer or the Law Department in Estero or Uxbridge.

## BOYCOTTS

In addition, we must follow U.S. anti-boycott laws that prohibit us from participating in unsanctioned boycotts. In a boycott, one person, group or country refuses to do business with certain people or countries. Requests to participate in a boycott may be difficult to identify. They may be spoken or written, and they are often found in proposals originating from countries that support the boycott.

Because violations of U.S. anti-boycott laws are serious and can lead to civil and criminal penalties, you must report any suspected request to participate in an illegal boycott to our Chief Compliance Officer or our General Counsel. It is not enough to simply ignore or refuse the request, as even this may be treated as a violation of anti-boycott laws. If you have additional questions, seek guidance from the Chief Compliance Officer or Law Department.

## GETTING INVOLVED AND GIVING BACK

Hertz encourages each of us to volunteer our time for political or charitable causes that appeal to us. However, this activity must be done on our own time, using our own resources. When we volunteer for these causes, we may not use the Hertz name unless we have prior approval from our Communications Department. At times, our Company may choose to support a charitable cause. We are never required to participate in any Company-supported volunteer activity—and our participation (or non-participation) will not affect our position at Hertz in any way.

At times our Company may be involved in lobbying activities to advocate for or influence government policies or actions. Any lobbying activity must be pre-approved by the Vice President of Government Relations or the Law Department.

More information can be found in [\*W1-26 Charitable Contributions\*](#) and [\*WH 1-84 Lawyer, Lobbyist and Settlement Payments\*](#).

## SPEAKING ABOUT OUR COMPANY

When communicating about our Company, it is important that we speak with one voice. For this reason, only designated employees may speak on Hertz's behalf. If you are contacted by the media for information about Hertz, do not respond. Instead, refer the request to the Communications Department. If the request is from an analyst, refer it to the Investor Relations Department.

For more information, see [\*W1-113 Acquisition and Disclosure of Company Information\*](#) and [\*W1-15 Review and Approval of Advertising and Promotional Activities\*](#).



## LOOKING OUT FOR THE ENVIRONMENT

At Hertz, we know that our communities aren't just made up of the people who live there—the local environment also plays a key role in defining the places where we do business. Our Company is committed to upholding sound environmental and sustainability practices, and minimizing our environmental impact on our communities. We can do our part by making sure our work complies with all national and local environmental laws and regulations, and by striving to protect the natural resources we use in connection with our work. If you have a concern about the effect our business practices have on the environment, contact the Director of Environmental Programs, Facilities and Construction Department (North America locations), Head of Environment, Health and Safety or the Director of Facilities and Construction (European locations) or the Director of Operations and respective State/Regional Managers (Australia, New Zealand, Brazil and China locations).

For more information, refer to our [W11-01 Environmental Policy](#).

## ANTI-MONEY LAUNDERING

It is critical that we prevent our systems from being used for illegal activities such as money laundering. Money laundering is a crime in which the proceeds of criminal activity are moved through a series of financial transactions designed to disguise the true source of funds. Governments and law enforcement officials around world are highly focused on stopping this type of criminal activity. Therefore, it is imperative that we watch for signs of this type of activity and report them immediately. If you suspect that a Hertz service or product is being used to launder funds, you are legally obligated to report the matter to your manager or another source identified in the Asking for Help and Reporting Concerns section of this Code.

# INDEX OF HOTLINE NUMBERS

## **UNITED STATES, PUERTO RICO AND ST. THOMAS**

TELEPHONE: 1-866-623-1479

[WWW.HERTZ.ETHICSPPOINT.COM](http://WWW.HERTZ.ETHICSPPOINT.COM)

## **BRAZIL**

TELEPHONE: 0800 892 1750

## **CANADA**

1 877 599 8073

## **JAPAN**

010 800 7233 2255

## **REPUBLIC OF IRELAND**

1 800 812 740

## **SINGAPORE**

+800 7233 2255

## **SLOVAKIA**

0800 004 996

## **UNITED KINGDOM**

0800 915 1571

## **ALL OTHER EMPLOYEES:**

00800 7233 2255

[WWW.SAFECALL.CO.UK](http://WWW.SAFECALL.CO.UK)

# Exhibit F



EXECUTION VERSION**SEPARATION AGREEMENT**

This Separation Agreement (this "Agreement") is entered into by and among Mark P. Frissora ("Frissora" or "Executive"), Hertz Global Holdings, Inc. ("Holdings") and The Hertz Corporation (hereinafter, together with their subsidiaries and divisions, "Hertz", the "Company" or the "Companies"), on September 15, 2014. Reference is made to the Amended and Restated Employment Agreement, dated as of December 31, 2008, between Holdings and Frissora (the "Employment Agreement"), and all capitalized terms used in this Agreement and not otherwise defined are as set forth in the Employment Agreement.

In consideration of the mutual promises, covenants and agreements in this Agreement, which Frissora and the Companies agree constitute good and valuable consideration, the parties stipulate and mutually agree as follows:

1. **Resignation from Offices and Directorships.** Effective as of September 7, 2014, Frissora ceased to be Chief Executive Officer of the Companies, and resigned from all director, officer or other positions he holds on behalf of the Companies (which for the avoidance of doubt and in conformity with the definition of "Companies" shall include Holdings, The Hertz Corporation and all of their subsidiaries and divisions), including without limitation as a member of the Board of Directors of Holdings (the "Board"). Frissora agrees to sign all appropriate documentation, if any, prepared by the Companies to facilitate these resignations.

2. **Employment Status/Separation.** Frissora and the Companies mutually agree that Frissora's employment with the Companies shall cease effective September 15, 2014 (the "Separation Date"), that the cessation of Frissora's employment shall be treated as a termination of his employment by the Company Without Cause for purposes of the Employment Agreement and this Agreement, and that any notice period that may be required to be provided under the Employment Agreement is waived. The parties further agree that, except as otherwise provided in this Agreement, neither Frissora nor the Companies shall have any further rights, obligations, or duties under any other agreement or arrangement relating to severance payments and benefits due to Frissora, as of the date of this Agreement; provided, however, that nothing in this Agreement shall affect the rights of Frissora under applicable employee and executive benefit plans of the Companies, as well as equity incentive plans and awards thereunder, as provided in Section 3 below.

3. **Accrued Obligations and Vested Benefits.** Frissora is entitled to receive the following accrued obligations: (a) pursuant to Section 5(f)(i) of the Employment Agreement, (i) all Base Salary earned or accrued but not yet paid through the Separation Date, and payment for any earned but unused vacation days accrued through the Separation Date, which payments shall be made to Frissora no later than the next regularly scheduled payroll date after the Separation Date; and (ii) any employee benefits in which Frissora is vested as of the Separation Date under the terms of the employee and executive benefit plans of the Companies in which Frissora is a participant, which benefits shall be paid or provided in accordance with the terms of such plans; (b) any payments or benefits in which Frissora is vested as of the Separation Date under the terms of the Management Equity Agreements, the Holdings Stock Incentive Plan, the Holdings 2008 Omnibus Incentive Plan and any individual equity award agreements granted under either such plan (collectively, the "Equity Plan Documents"), which payments and benefits shall be



paid or provided in accordance with the terms of the Equity Plan Documents; and (c) in accordance with Section 4(d) of the Employment Agreement, reimbursement for any and all business expenses incurred prior to the Separation Date, subject to the terms of the Company's reimbursement policy. In addition, for the avoidance of doubt, Frissora is fully vested in The Hertz Corporation Account Balance Defined Benefit Pension Plan (the "Hertz Retirement Plan"), The Hertz Corporation Income Savings Plan ("401(k) Plan"), The Hertz Corporation Benefit Equalization Plan ("BEP"), and The Hertz Corporation Supplemental Executive Retirement Plan (the "SERP II") in accordance with the terms of those plans now in effect, and shall receive payment of the relevant benefits due under those plans upon Frissora's separation from employment in such amounts and at such time(s) as are provided under the terms of each such plan (and any deferral/distribution elections that Frissora may have made previously).

4. **Severance Benefits.** Provided that Frissora signs and does not timely revoke this Agreement pursuant to Section 16 of this Agreement and complies with the terms of this Agreement, Hertz shall provide Frissora with the following severance payments and benefits:

a. **Severance Payment.** In satisfaction of the provisions of Section 5(f)(iii)(A) of the Employment Agreement, the Company shall pay Frissora an amount equal to the product of (x) 2.5 and (y) the sum of Frissora's Base Salary (\$1,450,000.00) plus Frissora's annual bonus under the Executive Incentive Plan for the year preceding the year in which the Separation Date occurs (\$2,748,734.00), for a total gross amount of \$ 10,496,835.00 to be paid to Frissora in a lump sum on the thirtieth (30<sup>th</sup>) day following the Separation Date.

b. **2014 Pro Rata Bonus.** In accordance with Section 5(f)(iii)(B) of the Employment Agreement, Frissora will be entitled to receive his Pro Rata Bonus (equal to 68% of his 2014 bonus), which is the pro-rated portion of his cash bonus that would have been payable to Frissora under the Executive Incentive Plan in respect of 2014 if he had remained employed through the relevant date for purposes of payment of such bonus under such plan, based on the number of calendar days Frissora worked in 2014. In order to calculate Frissora's 2014 bonus, in accordance with Section 5(f)(iii)(B) of the Employment Agreement, Frissora's individual performance modifier will be deemed to be achieved at target, and the applicable corporate performance modifier and business unit modifier will be the same percentages that the Compensation Committee of the Board determines under the terms of the Executive Incentive Plan for the senior executives participating in such plan in respect of 2014. This Pro Rata Bonus amount shall be paid to Frissora in 2015 at the same time as such other Company executives are paid annual bonuses for 2014, if any, under the terms of the Executive Incentive Plan.

c. **Equity Awards.** The options to purchase shares of common stock of Holdings ("Options") issued to Frissora pursuant to the Equity Plan Documents that are outstanding and vested as of the Separation Date shall be exercisable through the 90th day following the date on which the Companies have filed all required reports under Section 13 or 15(d) of the Securities Exchange Act of 1934 (including, for the avoidance of doubt, amendment #2 to its annual report on Form 10-K for the year ended December 31, 2013) (the foregoing hereafter, the "periodic reporting requirements"). No such Option shall be exercisable beyond the expiration date of its original term, provided that the running of such term shall be tolled during any period in which the Companies, as noted in the first sentence of this Section 4.c., are not current in their respective periodic reporting requirements. This Section 4.c. shall constitute an amendment to



any provision of the Equity Plan Documents, solely to the extent necessary to provide consistency with this Section 4.c. Once the Companies become current in their respective periodic reporting requirements, Holdings shall promptly notify Frissora in writing of such fact, which written notice shall be provided no later than ten (10) business days following the date on which the Companies shall have become current in such reporting requirements (which notice shall be deemed satisfied by notice through electronic mail to Frissora or his legal counsel identified in Section 14.f. this Agreement that the reports referenced above have been filed). All of Frissora's outstanding Options and other equity compensation awards that are not otherwise vested on the Separation Date shall terminate as of the Separation Date.

d. Car Privileges and Retiree Car Plan. Frissora shall be provided continued car privileges beginning on the Separation Date and continuing for a period of twenty-four months thereafter, in accordance with the same terms and conditions that were in effect on the Separation Date. Notwithstanding any eligibility provision in the Company's post-retirement assigned car benefit plan (the "Retiree Car Plan"), Frissora shall also be eligible to participate in the Retiree Car Plan after the Separation Date pursuant to the terms of the Retiree Car Plan.

e. Health Plan Coverage. In accordance with Section 5(f)(iii)(C) of the Employment Agreement, the Company shall provide Frissora and his eligible family members with continued medical, dental and disability benefits under the applicable benefit programs of the Companies (the "health and welfare benefits"). If Frissora makes timely application for such health and welfare benefits pursuant to Frissora's benefit continuation rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company will pay the premiums for such coverage to the same extent paid by the Company immediately prior to the Separation Date through the two-year anniversary of the Separation Date, or the date on which Frissora becomes eligible for comparable health and welfare benefits through a new employer, whichever is earlier. For the avoidance of doubt, the Company and Frissora agree that the premiums paid for the benefit of Frissora by the Company hereunder shall be taxed as imputed income to Frissora.

Frissora acknowledges and agrees that the consideration set forth or referenced in Section 3 and this Section 4 constitute satisfaction and accord for any and all compensation and benefits due and owing to him pursuant to any plan, agreement or other arrangements relating to his employment with the Companies and termination thereof. Frissora acknowledges and agrees that, unless he enters into this Agreement, he would not otherwise be entitled to receive the consideration set forth in this Section 4.

## 5. **Waiver and Release.**

a. In exchange for receiving the monies and benefits described in Section 4 above, Frissora does for himself and his heirs, executors, administrators, successors, and assigns, hereby release, acquit, and forever discharge and hold harmless the Companies and each of their divisions, subsidiaries, and affiliated companies, and their respective successors, assigns, officers, directors, shareholders, employees, benefit and retirement plans (as well as trustees and administrators thereof) and agents, past and present (the "Released Parties"), of and from any and all actions, causes of action, claims, demands, attorneys' fees, compensation, expenses, promises, covenants, and damages of whatever kind or nature, in law or in equity, which Frissora



has, had or could have asserted, known or unknown (the “Claims”) at common law or under any statute, rule, regulation, order or law, whether federal, state or local, or on any grounds whatsoever, including without limitation, any and all claims for any additional severance pay, vacation pay, bonus or other compensation, including but not limited to under the Employment Agreement or any other applicable severance plan or agreement; any and all claims of discrimination or harassment based on race, color, national origin, ancestry, religion, marital status, sex, sexual orientation, disability, handicap, age or other unlawful discrimination; any and all claims arising under Title VII of the Federal Civil Rights Act; the Federal Civil Rights Act of 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the New Jersey Law Against Discrimination; the Florida Civil Rights Act; or under any other state, federal, local or common law, with respect to any event, matter, claim, damage or injury arising out of his employment relationship with the Companies, and/or the separation of such employment relationship, and/or with respect to any other claim, matter, or event, from the beginning of the world to the date of Frissora’s execution of this Agreement.

b. In the event any claim or suit is filed on Frissora’s behalf against any of the Released Parties by any person or entity, including but not limited to by the Equal Employment Opportunity Commission (“EEOC”) or any other government agency, Frissora waives any and all rights to recover monetary damages or injunctive relief in his favor.

#### 6. **Exceptions to Release.**

a. Frissora does not waive or release (i) any Claims under applicable workers’ compensation or unemployment laws; (ii) any rights which cannot be waived as a matter of law; (iii) any rights he has under this Agreement or, solely to the extent incorporated herein, under the Employment Agreement, including any right to enforce any of the terms thereof; (iv) any vested rights to payments, benefits or other entitlements, to which Frissora is or will be entitled under the terms of any deferred compensation plan, any pension plan or benefits under any medical, dental, vision, life insurance, disability insurance or other welfare benefit plan; (v) any Claim for indemnification Frissora may have under applicable laws, under the applicable constituent documents (including bylaws and certificates of incorporation) of any of the Companies, under any applicable insurance policy any of the Companies may maintain, or any under any other agreement with any of the Companies, with respect to any liability, costs or expenses Frissora incurs or has incurred as a director, officer or employee of any of the Companies; (vi) any Claim Frissora may have to obtain contribution as permitted by law in the event of entry of judgment against Frissora as a result of any act or failure to act for which Frissora and any of the Companies are jointly liable; (vii) any Claim that arises after the Effective Date (as defined in Section 17); and (viii) any Claim Frissora has against any of the Released Parties solely in his capacity as a shareholder of Holdings.

b. Nothing in this Agreement shall be construed to prohibit Frissora from filing a charge with the EEOC or participating in any investigation or proceeding conducted by the EEOC, nor shall any provision of this Agreement adversely affect Frissora’s right to engage in such conduct.

#### 7. **Restrictive Covenants.** Frissora acknowledges that in the course of his



employment with the Companies, Frissora has acquired Proprietary Information as defined above and that such Proprietary Information has been disclosed to Frissora in confidence and for the Company's use only. Frissora acknowledges and agrees that on and after the Separation Date, Frissora shall continue to be bound by the provisions of Sections 6, 7, 8, 9 and 11 of the Employment Agreement.

#### **8. Fiduciary Duties.**

a. Frissora will retain his fiduciary responsibilities to the Companies to the extent provided by law. In addition, Frissora agrees to continue to abide by applicable provisions of the principles and guidelines set forth in the Company's Standards of Business Conduct, the terms of which are incorporated herein, including, but not limited to, the restrictions on insider trading and use of Company assets and information contained therein.

b. Notwithstanding anything to the contrary in the Company's Amended and Restated Compensation Recovery Policy Adopted February 19, 2014 (the "Company's Compensation Recovery Policy") (or any successor or replacement policy), such claw back and compensation recovery provisions contained therein shall apply to the compensation, payments and benefits provided under Section 4 of this Agreement. The Companies acknowledge and agree that the claw back and compensation recovery provisions contained in the Company's Compensation Recovery Policy (and any successor or replacement policy that would apply under this Section 8) may only be triggered if Frissora engaged in gross negligence, fraud or willful misconduct (or, in the case of the applicability of the predecessor policy to the Company's Compensation Recovery Policy, gross negligence, fraud or misconduct) that caused or contributed to the need for the restatement of the Company's financial statements, and that Frissora's decisions unrelated to such financial statements while employed by the Companies (and their subsidiaries and affiliates) cannot be used as a basis for triggering such claw back and compensation recovery provisions.

c. In addition, the claw back and compensation recovery provisions contained in the Company's Original Compensation Recovery Policy that was adopted effective January 1, 2010 (the "Company's Original Compensation Recovery Policy") shall not apply to the compensation, payments and benefits provided under Section 4 of this Agreement, since such items are being paid after February 19, 2014, but such items may be reduced to enforce any repayment obligation of Frissora to the Companies under the Company's Original Compensation Recovery Policy (provided such reduction shall not be permitted to the extent (i) such reduction violates Section 409A and (ii) Frissora otherwise satisfies such repayment obligation).

d. Finally, for the avoidance of doubt, and to the extent permitted by law, the compensation, payments and benefits provided to Frissora under Section 4 of this Agreement may be reduced to enforce any repayment obligation of Frissora to the Companies under any claw back pursuant to the Company's Compensation Recovery Policy (or any successor or replacement policy), and such claw back and compensation recovery provisions contained in the Equity Plan Documents, the Executive Incentive Plan or any other bonus plan) (generally and collectively referred to herein as the "Compensation Recovery Items"). Anything in the preceding sentence to the contrary notwithstanding, any such reduction referred to therein shall be permitted only if and to the extent it would not result in a failure to comply with any



applicable requirement of Section 409A.

e. Nothing in this Agreement waives any rights Frissora may have to challenge any future claw back pursuant to this Section 8 and/or the Company's Compensation Recovery Policy and/or Compensation Recovery Items.

f. Anything in Sections 8 b., c., or d. above to the contrary notwithstanding, if the compensation, payments and benefits provided under Section 4 of this Agreement shall be subject to reduction or repayment to the Companies under any policy adopted after the Separation Date as a successor or replacement to the Company's Compensation Recovery Policy then such reduction or repayment shall be required (i) only to the extent that such compensation, payments and benefits would have been subject to reduction or repayment to the Companies under the terms of the Company's Compensation Recovery Policy as in effect on the Separation Date or (ii) as may be expressly required by law.

#### **9. Representations of Executive.**

a. Frissora declares and represents that he has not filed or otherwise pursued any charges, complaints, lawsuits or claims of any nature against the Companies or any of its subsidiaries, affiliates or divisions, arising out of or relating to events occurring prior to the date of this Agreement, with any federal, state or local governmental agency or court with respect to any matter covered by this Agreement, and Frissora has no knowledge of any fact or circumstance that he would reasonably expect to result in any such Claim against the Companies in respect of any of the foregoing. Except as provided in Section 6.b. of this Agreement and subject to the provisions thereof, Frissora agrees herein not to bring suit against the Companies for events occurring prior to the date of this Agreement and not to seek damages from the Companies by filing a claim or charge with any state or governmental agency.

b. Frissora further declares and represents that though the Separation Date he has not: (i) engaged in any conduct that constitutes willful gross neglect or willful gross misconduct with respect to his employment duties with the Companies which has resulted or will result in material economic harm to Holdings; (ii) knowingly violated Holdings' Standards of Business Conduct or Holdings' Directors' Code of Business Conduct and Ethics (effective February 19, 2014); (iii) facilitated or engaged in, and has no knowledge of, any financial or accounting improprieties or irregularities of either of the Companies; and (iv) knowingly made any incorrect or false statements in any of his certifications relating to filings of the Companies required under applicable securities laws or management representation letters, and has no knowledge of any incorrect or false statements in any of the Companies' filings required under applicable securities laws; in either of the case of clauses (iii) or (iv) of this Section 9.b., except with respect to any information that has been provided through the Separation Date by a third party auditor in an oral or written report to both Frissora and the Board (or any committee thereof). Frissora further acknowledges and agrees that the Companies are entering into this Agreement in reliance on the representations contained in this Section 9.b., which representations constitute terms of this Agreement.

10. **Future Employment.** Frissora agrees that he will not at any time in the future seek employment with Hertz and waives any right that may accrue to him from any application



for employment that he may make notwithstanding this provision.

11. **Nondisparagement/References.** Frissora agrees not to make negative comments or otherwise disparage the Companies or their respective officers, directors, other employees at the level of manager or above, or material shareholders in any manner reasonably likely to be harmful to them or their business, business reputation or personal reputation. The Companies agree that the Companies will not, and the individuals holding the titles of Senior Vice President who reported directly to Frissora or the titles of Executive Vice President or higher, and the members, as of the date hereof, of the Boards of Directors of the Companies will not, while employed by the Companies or serving as a director of Holdings, as the case may be, make negative comments about Frissora or otherwise disparage Frissora in any manner that is reasonably likely to be harmful to his business reputation or personal reputation. The parties hereto will not assist, encourage, discuss, cooperate, incite, or otherwise confer with or aid any others in discrediting the other or in pursuit of a claim or other action against the other, except as required by law. Frissora shall direct any employment inquiries or requests for references to Dennis Zeleny, Interim Chief Human Resources Officer (or his successor as Chief Human Resources Officer, if any) (the "Chief Human Resources Officer"). Nothing contained in this Section 11 shall prevent any party from making truthful statements in any judicial, arbitration, governmental, or other appropriate forum for adjudication of disputes between the parties or in any response or disclosure by any party compelled by legal process or required by applicable law.

12. **Cooperation.** During the three-year period following the Separation Date, Frissora agrees to reasonably cooperate with the Companies in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Companies which relate to events or occurrences that occurred while Frissora was employed by the Companies and of which Frissora has relevant knowledge. Frissora's reasonable cooperation in connection with such claims or actions shall include, but not be limited to, being available for telephone conferences with outside counsel and/or personnel of the Companies, being available for interviews, depositions, and/or to act as a witness on behalf of the Company, if reasonably requested, and at the Board's reasonable request responding to any inquiries about the particular matter. Frissora further agrees to reasonably cooperate and truthfully with the Company in connection with any investigation or review by any federal, state or local regulatory authority relating to events or occurrences that transpired while Frissora was employed with the Company and of which Frissora has relevant knowledge. The Companies shall promptly pay (or promptly reimburse) Frissora (a) for any and all reasonable out-of-pocket expenses incurred by Frissora in connection with such cooperation, and (b) a reasonable hourly rate to Frissora for all time provided pursuant to this Section 12 in excess of 50 hours.

13. **Indemnification and Excise Tax Provisions.** Frissora's rights to indemnification and insurance under Section 13 and to excise tax protection under Section 14 of the Employment Agreement shall continue in accordance with their terms.

14. **Miscellaneous.**

a. **Denial of Wrongdoing.** The parties understand and agree that this Agreement shall not be considered an admission of liability or wrongdoing by any party, and that the parties



deny any liability and nothing in this Agreement can or shall be used by or against any party with respect to claims, defenses or issues in any litigation or proceeding except to enforce the Agreement itself. Hertz denies committing any wrongdoing or violating any legal duty with respect to Frissora's employment or the termination of his employment.

b. Entire Agreement. Frissora further declares and represents that no promise, inducement, or agreement not herein expressed or referred to has been made to him; that this Agreement contains the entire agreement by and among the parties relating to the subject matter hereof, and that the terms of this Agreement are contractual and not a mere recital. For the sake of clarity, nothing in this Section 14.b. is intended to negate or otherwise adversely affect any rights that Frissora may have under the employee and executive benefit plans of the Companies, as well as the Equity Plan Documents, other than those waived as provided in Sections 5 and 6 hereof. This Agreement may not be changed unless the change is in writing and signed by Frissora and an authorized representative of each of the Companies. Parol evidence will be inadmissible to show agreement by and between the parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which together constitute one and the same agreement, whether delivered in person, by mail, by e-mail or by facsimile. Each plan or policy of the Companies referred to directly or by implication is incorporated in this Agreement only insofar as it does not contradict this Agreement. If any inconsistencies exist between this Agreement and any such plan or policy, this Agreement shall control. For the sake of clarity, any modification by this Agreement intended to enhance the rights of Frissora under the employee and executive benefit plans of the Companies, as well as the Equity Plan Documents, shall not constitute an inconsistency for purposes of this Section 14.b. For the avoidance of doubt, nothing in this Agreement shall limit the application of the Compensation Recovery Items to any compensation, payments or benefits payable or paid to Frissora pursuant to this Agreement or any other arrangement, agreement or plan.

c. Severability. Frissora understands and agrees that should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said invalid part, term, or provision shall be deemed not a part of this Agreement.

d. Successors and Assigns. This Agreement shall be binding upon the Companies and Frissora and their respective heirs, personal representatives, successors and assigns. Frissora may not assign any of his rights or obligations hereunder. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform all of the Company's obligations set forth in this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or assign had taken place.

e. Dispute Resolution; Injunctive Relief. The provisions of Section 16(b) of the Employment Agreement are incorporated by reference herein and made a part of this Agreement, except to the extent expressly superseded pursuant to Section 14.f. below. Notwithstanding the foregoing, in the event of a breach or threatened breach of any provision of this Agreement, including but not limited to Sections 7, 8, 11 and 12 of this Agreement, Frissora agrees that the

Companies shall be entitled to seek injunctive or other equitable relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, and damages would be inadequate and insufficient. The existence of this right to injunctive and other equitable relief shall not limit any other rights or remedies that the Companies may have at law or in equity including, without limitation, the right to monetary, compensatory and punitive damages.

f. Governing Law; Notice. This Agreement shall be construed and enforced under the laws of the State of Florida without regard to its conflict of law rules. Except as otherwise expressly provided in Section 4.c. above, any notice or other communication required or permitted to be delivered under this Agreement shall be (i) in writing; (ii) delivered personally by courier service or certified or registered mail, first-class postage prepaid and return receipt requested, (iii) deemed to have been received on the date of delivery or on the third business day after the mailing thereof, and (iv) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(A) if to either of the Companies, to them at:

999 Vanderbilt Beach Road, 3<sup>rd</sup> Floor  
Naples, Florida 34108  
Attention: General Counsel  
Facsimile: 866-999-3798

with a copy to:

Wachtell Lipton Rosen & Katz  
51 West 52<sup>nd</sup> Street  
New York, New York 10019  
Attention: David A. Katz, Esq.  
Electronic mail: [DAKatz@WLRK.com](mailto:DAKatz@WLRK.com)

(B) if to Frissora, to him at:

Mark P. Frissora  
4351 Gulf Shore Blvd. North  
Unit 11 South  
Naples, Florida 34103  
Electronic mail: [mpf22578@gmail.com](mailto:mpf22578@gmail.com)

with a copy to:

McCarter & English, LLP  
245 Park Avenue, 27<sup>th</sup> Floor  
New York, New York 10167  
Attention: Joseph E. Bachelder, Esq.  
Electronic mail: [jbachelder@McCarter.com](mailto:jbachelder@McCarter.com)



g. Counterparts. This Agreement may be executed by the parties hereto, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. **Tax Matters.**

a. Withholding. All payments and benefits provided hereunder shall be subject to tax withholdings required by applicable law and other standard payroll deductions.

b. Code Section 409A.

i. Compliance. The intent of the parties is that payments and benefits under this Agreement be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder and all notices, rulings and other guidance issued by the Internal Revenue Service interpreting the same (collectively, "Section 409A") so as to avoid the additional tax and penalty interest provisions contained therein and, accordingly, to the maximum extent permitted under Section 409A, the Agreement shall be interpreted to maintain exemption from or compliance with its requirements. In no event whatsoever shall the Company be liable for any tax, interest or penalties that may be imposed on Frissora by Section 409A or any damages for failing to comply with Section 409A, except for any such additional taxes and interest or damages that result from the Company's willful failure to comply with the terms of this Agreement or those of any plan or award agreement referred to herein.

ii. Termination as Separation from Service. The termination of Frissora's employment on the Separation Date constitutes a "separation from service" within the meaning of Section 409A for purposes of any provision of this Agreement or other arrangement providing for the payment of any amounts or benefits subject to Section 409A upon or following a "separation from service" within the meaning of Section 409A, and for purposes of any such provision of this Agreement, references to a "resignation from employment," "termination," "terminate," "termination of employment" or like terms shall also refer to Frissora's "separation from service" on the Separation Date.

iii. Payments for Reimbursements, In-Kind Benefits. All reimbursements for costs and expenses under this Agreement shall be paid in no event later than the end of the calendar year following the calendar year in which Frissora incurs such expense. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (A) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (B) the amount of expenses eligible for reimbursements or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other

taxable year, provided, however, that the foregoing clause (B) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect.

- iv. Installments as Separate Payment. If under this Agreement, an amount is paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment.

16. **Acceptance; Consideration of Agreement.** Frissora further acknowledges that he has been provided twenty-one (21) days to consider and accept this Agreement from the date it was first given to him, although he may accept it at any time within those twenty-one (21) days.

17. **Revocation.** Frissora further acknowledges that he understands that he has seven (7) days after signing the Agreement to revoke it by delivering to Dennis Zeleny, Interim Chief Human Resources Officer, The Hertz Corporation, 999 Vanderbilt Beach Road, 3<sup>rd</sup> Floor, Naples, Florida 34108, written notification of such revocation within the seven (7) day period. If Frissora does not revoke the Agreement, the Agreement will become effective and irrevocable by him on the eighth day after he signs it (the "Effective Date"). If Frissora revokes this Agreement, Frissora hereby acknowledges and agrees that this Agreement shall be null and void and of no further force and effect, and his termination of employment shall be treated as a resignation by him without Good Reason for all purposes.

18. **Legal Counsel.** Frissora acknowledges that he understands that he has the right to consult with an attorney of his choice at his expense to review this Agreement and has been encouraged by the Companies to do so.

\* \* \* \* \*

*[Remainder of page intentionally blank.  
Signatures to Agreement are set forth on the following pages.]*



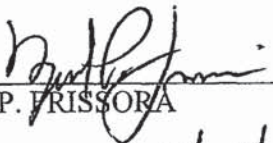
*[Signature Page to Separation Agreement]*

IN WITNESS HEREOF, and intending to be legally bound, I, Mark P. Frissora, have hereunto set my hand.

**WITH MY SIGNATURE HEREUNDER, I, MARK P. FRISSORA, ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS INCLUDING THE FULL AND FINAL RELEASE OF CLAIMS SET FORTH ABOVE.**

**I, MARK P. FRISSORA, FURTHER ACKNOWLEDGE THAT I HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT; THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT; THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY MY ATTORNEY AND THAT I HAVE BEEN ENCOURAGED BY HERTZ TO DO SO.**

**I, MARK P. FRISSORA, ALSO ACKNOWLEDGE THAT (1) I HAVE BEEN AFFORDED 21 DAYS TO CONSIDER THIS AGREEMENT, (2) I HAVE 7 DAYS AFTER SIGNING THIS AGREEMENT TO REVOKE IT BY DELIVERING TO DENNIS ZELENY, AS SET FORTH ABOVE, WRITTEN NOTIFICATION OF MY REVOCATION, AND (3) IF I REVOKE THIS AGREEMENT (A) IT SHALL BE NULL AND VOID AND NONE OF HERTZ OR ANY OF ITS AFFILIATES SHALL HAVE ANY OBLIGATIONS TO ME UNDER THIS AGREEMENT AND (B) HERTZ SHALL HAVE NO OBLIGATIONS TO ME OTHER THAN AS IF I HAD RESIGNED WITHOUT GOOD REASON FOR PURPOSES OF THE EMPLOYMENT AGREEMENT OR OTHERWISE.**

  
\_\_\_\_\_  
MARK P. FRISSORA

Date: \_\_\_\_\_

9/15/14

THE HERTZ CORPORATION

By: 

Name: Thomas C. Kennedy

Title: Senior Executive Vice President and  
Chief Financial Officer

Date: 9/15/14

HERTZ GLOBAL HOLDINGS, INC.

By: 

Name: Thomas C. Kennedy

Title: Senior Executive Vice President  
and Chief Financial Officer

Date: 9/15/14

*[Company's Signature Page to Frissora Separation Agreement]*

Gavin J. Rooney  
LOWENSTEIN SANDLER LLP  
One Lowenstein Drive  
Roseland, NJ 07068  
973.597.2500

Andrew J. Levander (*admitted pro hac vice*)  
Jeffrey A. Brown (*admitted pro hac vice*)  
DECHERT LLP  
1095 Avenue of the Americas  
New York, NY 10036  
212.698.3500

*Attorneys for Defendant Mark Frissora*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

THE HERTZ CORPORATION and HERTZ  
GLOBAL HOLDINGS, INC.,

Plaintiffs,

v.

MARK FRISSORA, ELYSE DOUGLAS, and  
JOHN JEFFREY ZIMMERMAN,

Defendants.

Civil Action No. 2:19-cv-08927

**[PROPOSED] ORDER GRANTING  
DEFENDANT MARK FRISSORA'S  
MOTION TO DISMISS PLAINTIFFS'  
COMPLAINT**

**THIS MATTER** having come before the Court on the motion of Defendant Mark Frissora pursuant to Federal Rules of Civil Procedure 12(b)(6) and 9(g) for an Order granting Defendant Mark Frissora's Motion to Dismiss Plaintiffs' Complaint, and the Court having read and considered the submission of the parties and the pleadings in this matter, and having heard oral argument, and for good cause shown;

**IT IS** on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**ORDERED** that Defendant Mark Frissora's Motion to Dismiss Plaintiffs' Complaint is GRANTED; and

**IT IS FURTHER ORDERED** that Counts I, III, IV and V are dismissed against Mark Frissora with prejudice.

---

Honorable Esther Salas, U.S.D.J.

Gavin J. Rooney  
LOWENSTEIN SANDLER LLP  
One Lowenstein Drive  
Roseland, NJ 07068  
973.597.2500

Andrew J. Levander (*admitted pro hac vice*)  
Jeffrey A. Brown (*admitted pro hac vice*)  
DECHERT LLP  
1095 Avenue of the Americas  
New York, NY 10036  
212.698.3500

*Attorneys for Defendant Mark Frissora*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

THE HERTZ CORPORATION and HERTZ  
GLOBAL HOLDINGS, INC.,

Plaintiffs,

v.

MARK FRISSORA, ELYSE DOUGLAS, and  
JOHN JEFFREY ZIMMERMAN,

Defendants.

Civil Action No. 2:19-cv-08927

**CERTIFICATE OF SERVICE**

**GAVIN J. ROONEY**, of full age, certifies:

1. I am a member of the law firm Lowenstein Sandler LLP, located at One Lowenstein Drive, Roseland, New Jersey 07068, counsel for Defendant Mark Frissora in this matter.

2. I certify that on Thursday, June 20, 2019, I caused true and correct copies of the following to be filed electronically with the Clerk of this Court and served electronically upon all counsel of record via CM/ECF:

a. Notice of Motion;



- b. Memorandum of Law in Support of Mark Frissora's Motion to Dismiss Plaintiffs' Complaint;
- c. Proposed Order Granting Defendant Mark Frissora's Motion to Dismiss Plaintiffs' Complaint;
- d. Certification of Jeffrey A. Brown in Support of Defendant Mark Frissora's Motion to Dismiss, [including its attached exhibits]; and
- e. This Certification of Service.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 20, 2019

s/ Gavin J. Rooney  
Gavin J. Rooney